



City of Jacksonville Beach

Agenda

City Council

11 North Third Street
Jacksonville Beach, Florida

Monday, April 17, 2023

6:00 PM

Council Chambers

MEMORANDUM TO:

The Honorable Mayor and
Members of the City Council
City of Jacksonville Beach, Florida

Council Members:

The following Agenda of Business has been prepared for consideration and action at the Regular Meeting of the City Council.

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

- A. City Council Workshop held on March 28, 2023
- B. Regular City Council Meeting held on April 3, 2023
- C. Council Briefing held on April 10, 2023

APPROVAL OF THE AGENDA

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

CONSENT AGENDA

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER/NEW BUSINESS

- A. Accept/Reject the Monthly Financial Reports for the month of March 2023
- B. Approve/Disapprove a Change of Scope for the Ocean Terrace Drainage Improvements (Jacksonville Drive) Project (Bid #2021-09)
- C. Accept/Reject Public Infrastructure Acceptance at Gordon Avenue and 21st Avenue South by Atkins Builders, Inc.
- D. Approve/Disapprove the emergency repair of a sanitary sewer main/manhole at 9th Avenue North and 22nd Street North by Allsite Contracting, Inc., in an amount not to exceed \$114,750.22
- E. Approve/Disapprove an Agreement between the City of Jacksonville Beach and the Volunteer Life

Saving Corps for Ocean Rescue Services

RESOLUTIONS

ORDINANCES

ADJOURNMENT

NOTICE

In accordance with Section 286.0105, Florida Statutes, any person desirous of appealing any decision reached at this meeting may need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The public is encouraged to speak on issues on this Agenda that concern them. Anyone who wishes to speak should submit the request to the City Clerk or to the recording secretary prior to the beginning of the meeting. These forms are available at the entrance of the City Council Chambers for your convenience.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in this meeting should contact the City Clerk's Office at (904) 247-6299 no later than one business day before the meeting.

You may use this website <http://www.jacksonvillebeach.org/publichearinginfo> to find information concerning the hearing process. This information is also available in the City Hall first floor display case.

**Minutes of City Council Workshop
Tuesday, March 28, 2023 – 5:30 P.M.
City Council Chambers, 1st Floor
11 North 3rd Street, Jacksonville Beach, FL**



The City Council Workshop began at 5:30 P.M.

The following City Council Members were in attendance:

Mayor: Christine Hoffman

Council Members: Sandy Golding Bill Horn (absent) Dan Janson
Fernando Meza (absent) Cory Nichols Greg Sutton

Also present were City Manager Mike Staffopoulos, City Attorney Sandra Robinson, Director of Planning and Development Heather Ireland, Senior Planner Christian Popoli, and Blair Knighting and Sophie Brennan of Kimley-Horn via Ring Central.

Purpose of Workshop

The purpose of this workshop was to discuss supplemental standards regarding the Comprehensive Plan and Land Development Code update.

Director of Planning & Development Heather Ireland introduced Blair Knighting and Sophie Brennan with Kimley-Horn, the consultant group to complete the Comprehensive Plan and Land Development Code update. Ms. Ireland provided an update on the data analysis portion of the Comprehensive Plan and upcoming workshops. The topics discussed included the following:

Accessory Structures

A discussion ensued regarding accessory structures and their uses in residential areas. Talking points included conversion into dwelling units, safety, control of location, affordable housing, single-family zoning, long-term rentals, short-term vacation rentals, challenges of regulation, and density concerns.

Alcoholic Beverage Establishments

A discussion ensued regarding rezoning applications, 500-foot proximity requirement for bars, police coverage, proximity to schools and churches, House Bill 639 (square footage and seating requirements), diversity of businesses downtown, establishing a waiver rule, and conducting an analysis of current bar to bar distance.

Recreational Vehicles and Boats

The following were discussed: parking location, allowing vehicles and boats registered to homeowners, RV parking, limiting the number of boats parked, establishing an amount of time allowed when parking for repair and maintenance, and an amount of time allowed for loading and unloading.

Fences

A discussion ensued about allowing eight-foot solid fences in additional areas, fencing height variation, code flexibility, and analyzing where allowing eight-foot solid fences would be most impactful.

Outdoor Restaurants and Bars

Discussion points included the ratio of indoor to outdoor seating allowed and the calculation of outdoor seating permitted.

Vacation Rentals

A discussion ensued regarding state regulations, Senate Bill 714 and House Bill 833, changing the process for operators, and collecting more information from operators.

Balcony Encroachment

A discussion ensued, including the amount of variance requests received for encroachments into setbacks, exemptions, establishing the amount of encroachment allowed in the setback, and changing how balconies are calculated into lot coverage.

Hardscaping

Conversation included clarifying structures such as decks, patios, and walkways in the code, allowing flexibility in materials, and establishing standards for materials.

Standards and Conditions for Specific Uses

A discussion ensued regarding conditional uses, compatibility of uses in a zoning district, conditions including lighting, buffering, hours of operation, parking, and landscaping, and establishing minimum requirements and standards.

The workshop adjourned at 6:58 P.M.

Submitted by: Lauren Loria
Administrative Assistant

Approved:

Christine Hoffman, Mayor

Date: _____

**Minutes of Regular City Council Meeting
held Monday, April 3, 2023, at 6:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

Council Member Janson provided the invocation, followed by the Pledge of Allegiance.

CALL TO ORDER:

Mayor Pro Tem Nichols called the meeting to order at 6:00 P.M.

ROLL CALL:

Mayor: Christine Hoffman (absent)

Mayor Pro Tem: Cory Nichols

Council Members:	Sandy Golding	Bill Horn	Dan Janson
	Fernando Meza	Greg Sutton	

Also present were: City Manager Mike Staffopoulos, City Attorney Sandra Robinson, Chief Financial Officer Ashlie Gossett, Chief Information Officer Bill Rieger, Utilities Superintendent Phillip Brown, Chief of Parks Development and Maintenance Trevor Hughes, Beaches Energy Substation Supervisor Jamison Parker, Ocean Rescue Training and Operations Officer Maxwell Ervanian, and City Clerk Sheri Gosselin.

APPROVAL OF MINUTES:

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, and passed unanimously to approve the following minutes:

- City Council Briefing held on March 20, 2023
- Regular Council Meeting held on March 20, 2023

APPROVAL OF THE AGENDA

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, and passed unanimously to approve the agenda.

ANNOUNCEMENTS:

Council Member Golding noted she and Council Member Nichols met separately with Erika Young [a representative from Washington, D.C.] about possible grant funding for the Urban Trails Project, including the U.S. Department of Transportation Federal Highway Administration 2023 Safe Streets For All grant. She announced Beaches Watch would host a panel discussion on the height referendum on April 5, 2023. She mentioned the Wingate Park Easter Egg Hunt would be held on April 8, 2023. Ms. Golding stated several City Council Members would head to Tallahassee to discuss upcoming legislation with legislators.

Council Member Meza encouraged the community to attend the City's annual Easter Egg Hunt. He also invited the community to follow the Jacksonville Beach Police Department on social media.

Council Member Sutton announced the Beaches Museum Historical Park picket fence painting event on April 7, 2023.

COURTESY OF THE FLOOR TO VISITORS:

- Ken Marsh, 2011 Gail Avenue, Jacksonville Beach, spoke about messaging on downtown signs.

CONSENT AGENDA: *None*

MAYOR AND CITY COUNCIL: *None*

CITY CLERK: *None*

CITY MANAGER:

Item A Approve/Disapprove a Quote with AWC, Inc., for Utility Plant SCADA Services and Declare AWC, Inc., a Sole Source Provider for Utility Plant SCADA Services

Utilities Superintendent Phillip Brown provided background on the item.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to approve a quote with AWC, Inc., for Utility Plant SCADA Services and Declare AWC, Inc., a Sole Source Provider for Utility Plant SCADA Services.

Discussion: A brief discussion ensued about the timeline and fee.

Roll Call Vote: Ayes – Golding, Horn, Janson, Meza, Sutton, Mayor Pro Tem Nichols
The motion passed unanimously.

Item B Accept/Reject grant funds from Surfing's Evolution & Preservation Foundation, Inc., for Ocean Rescue

Ocean Rescue Training and Operations Officer Maxwell Ervanian explained the funds would be used to replace training equipment.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to accept grant funds from Surfing's Evolution & Preservation Foundation, Inc., for Ocean Rescue.

Discussion: *None*

Roll Call Vote: Ayes – Horn, Janson, Meza, Sutton, Golding, Mayor Pro Tem Nichols
The motion passed unanimously.

Item C Accept/Reject a donation from the Josh Heinz Foundation for Paws Park in the amount of \$2,500 for the addition of a light feature to the fountain

Chief of Parks Development and Maintenance Trevor Hughes provided background on the item.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to accept a donation from the Josh Heinz Foundation for Paws Park in the amount of \$2,500 for the addition of a light feature to the fountain.

Discussion: A brief discussion ensued about the Josh Heinz Foundation and Paws Park.

Roll Call Vote: Ayes – Janson, Meza, Sutton, Golding, Horn, Mayor Pro Tem Nichols
The motion passed unanimously.

- Item D**
- 1. Approve/Disapprove the appointment of Nicholas Andrews to fill the remainder of the vacant Regular Member term of Emily Stouffer on the Planning Commission expiring on December 31, 2023; and**
 - 2. Approve/Disapprove the appointment of Justin Henderson to fill the remainder of the 1st Alternate term of Nicholas Andrews on the Planning Commission expiring on December 31, 2024; and**
 - 3. Nominate and appoint a new 2nd Alternate to fill the unexpired term on the Planning Commission, with a term expiring on December 31, 2023**

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to approve the appointment of Nicholas Andrews to fill the remainder of the vacant Regular Member term of Emily Stouffer on the Planning Commission expiring on December 31, 2023.

Discussion: *None*

Roll Call Vote: Ayes – Meza, Sutton, Golding, Horn, Janson, Mayor Pro Tem Nichols
The motion passed unanimously.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to approve the appointment of Justin Henderson to fill the remainder of the 1st Alternate term of Nicholas Andrews on the Planning Commission expiring on December 31, 2024.

Discussion: *None*

Roll Call Vote: Ayes – Sutton, Golding, Horn, Janson, Meza, Mayor Pro Tem Nichols
The motion passed unanimously.

Mayor Pro Tem Nichols opened the floor for nominations for 2nd Alternate to fill the unexpired term on the Planning Commission.

Council Member Golding nominated Debbie Cole. There were no other nominations.

Roll Call Vote: Ayes – Sutton, Golding, Horn, Janson, Meza, Mayor Pro Tem Nichols
The motion passed unanimously.

Debbie Cole was appointed as 2nd Alternate to fill the unexpired term on the Planning Commission, with a term expiring on December 31, 2023.

Item E Approve/Disapprove a Quote with CDW for replacement internet firewalls

Chief Information Officer Bill Rieger provided background on the item.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to approve a Quote with CDW for replacement internet firewalls.

Discussion: A brief discussion ensued about the upgrade and maintenance.

Roll Call Vote: Ayes – Golding, Horn, Janson, Meza, Sutton, Mayor Pro Tem Nichols
The motion passed unanimously.

Item F **Approve/Disapprove the First Amendment to Submerged Land Lease Agreement and the Ground Lessor Estoppel and Agreement between the City of Jacksonville Beach and Windward Jacksonville Beach Owner, LLC**

City Manager Mike Staffopoulos provided background on the item.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to approve the First Amendment to Submerged Land Lease Agreement and the Ground Lessor Estoppel and Agreement between the City of Jacksonville Beach and Windward Jacksonville Beach Owner, LLC.

Discussion: *None*

Roll Call Vote: Ayes – Horn, Janson, Meza, Sutton, Golding, Mayor Pro Tem Nichols
The motion passed unanimously.

Item G **Award/Reject FMPA Invitation to Bid 2022-034 to ABB, Inc.; Electric Power Systems; Electrical Engineering Enterprise; Flo Power, LLC; Hitachi Energy; MP Predictive Technologies, Inc.; North American Substation Services; Patterson & Dewar; Premier Power Maintenance; Southern Switch & Contacts; TAW Technical Field Services, Inc.; and Utility Engineering, LLC for Substation & Generating Station Maintenance**

Beaches Energy Substation Supervisor Jamison Parker provided background on the item.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to award FMPA Invitation to Bid 2022-034 to ABB, Inc.; Electric Power Systems; Electrical Engineering Enterprise; Flo Power, LLC; Hitachi Energy; MP Predictive Technologies, Inc.; North American Substation Services; Patterson & Dewar; Premier Power Maintenance; Southern Switch & Contacts; TAW Technical Field Services, Inc.; and Utility Engineering, LLC for Substation & Generating Station Maintenance.

Discussion: A brief discussion ensued about the vendor vetting process and costs.

Roll Call Vote: Ayes – Janson, Meza, Sutton, Golding, Horn, Mayor Pro Tem Nichols
The motion passed unanimously.

RESOLUTIONS:

Item A **Adopt/Deny Resolution No. 2143-2023 amending the Operating Budget of the City of Jacksonville Beach, Florida, for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023**

Chief Financial Officer Ashlie Gossett provided background on the item.

Mayor Pro Tem Nichols requested the City Clerk read Resolution No. 2143-2023 by title only, whereupon Ms. Gosselin read the following:

“A RESOLUTION AMENDING THE OPERATING BUDGET OF THE CITY OF JACKSONVILLE BEACH, FLORIDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023.”

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to adopt Resolution No. 2143-2023, amending the Operating Budget of the City of Jacksonville Beach, Florida, for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023.

Discussion: *None*

Roll Call Vote: Ayes – Meza, Sutton, Golding, Horn, Janson, Mayor Pro Tem Nichols
The motion passed unanimously.

Item B Adopt/Deny Resolution No. 2144-2023 Opposing House Bill 1331 by Representative Busatta Cabrera and Senate Bill 1380 by Senator Martin relating to municipal utilities

Mr. Staffopoulos provided background on the item, including proposed language for Section 2 as an amendment to the Resolution.

Mayor Hoffman requested the City Clerk read Resolution No. 2144-2023 by title only, whereupon Ms. Gosselin read the following:

“A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, OPPOSING HOUSE BILL 1331 BY REPRESENTATIVE BUSATTA CABRERA AND SENATE BILL 1380 BY SENATOR MARTIN; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.”

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to adopt Resolution No. 2144-2023, Opposing House Bill 1331 by Representative Busatta Cabrera and Senate Bill 1380 by Senator Martin relating to municipal utilities.

Motion to Amend: It was moved by Ms. Golding, seconded by Mr. Janson, to amend Resolution 2144-2023 as follows: Section 2: Opposition of House Bill 1331 and Senate Bill 1380: The City Council of the City of Jacksonville Beach hereby strongly oppose this House Bill 1331 and Senate Bill 1380 relating to municipal utilities and respectfully urges the Florida Legislature to reject House Bill 1331 and Senate Bill 1380 as currently drafted and to withhold support until substantial revisions exempting or otherwise reducing negative impact or effect on the City of Jacksonville Beach, doing business as Beaches Energy Services, are incorporated into the final version of such legislation.

Discussion: *None*

Motion to Amend Roll Call Vote: Ayes – Sutton, Golding, Horn, Janson, Meza, Mayor Pro Tem Nichols
The motion to amend passed unanimously.

Discussion: Ms. Golding expressed concerns regarding the legislation preventing the transfer of funds.

Amended Motion Roll Call Vote: Ayes – Sutton, Golding, Horn, Janson, Meza, Mayor Pro Tem Nichols
The motion to amend passed unanimously.

Item C Adopt/Deny Resolution No. 2145-2023 opposing Senate Bill 798 by Senator Ingoglia and House Bill 975 by Representative Holcomb relating to recycling and solid waste management

Mr. Staffopoulos provided background on the item.

Mayor Pro Tem Nichols requested the City Clerk read Resolution No. 2145-2023 by title only, whereupon Ms. Gosselin read the following:

“A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, OPPOSING SENATE BILL 798 AND HOUSE BILL 975 RELATING TO RECYCLING AND SOLID WASTE MANAGEMENT; PREEMPTING LOCAL GOVERNMENT FROM DETERMINING THE FULL SCOPE OF SERVICES AND SERVICE AREAS INCLUDED WITHIN AGREEMENTS FOR RECYCLING AND WASTE MANAGEMENT SERVICES; RESTRICTING LOCAL GOVERNMENT’S AUTHORITY TO DETERMINE THE COST OF PERMITS OR LICENSES RELATED TO RECYCLING AND WASTE MANAGEMENT SERVICES; PROHIBITING LOCAL GOVERNMENT FROM REQUIRING AN EXCLUSIVE FRANCHISE FEE FOR RECYCLING AND WASTE MANAGEMENT SERVICES; PROVIDING FOR TRANSMITTAL, ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.”

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to adopt Resolution No. 2145-2023, opposing Senate Bill 798 by Senator Ingoglia and House Bill 975 by Representative Holcomb relating to recycling and solid waste management.

Discussion: A brief discussion ensued about the legislation and the Resolutions.

Roll Call Vote: Ayes – Golding, Horn, Janson, Meza, Sutton, Mayor Pro Tem Nichols
The motion passed unanimously.

ADJOURNMENT:

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to adjourn.
The meeting adjourned at 6:42 P.M.

Submitted by: Sheri Gosselin
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

DRAFT

**Minutes of City Council Briefing
Monday, April 10, 2023 – 5:30 P.M.
City Council Chambers, 1st Floor
11 North 3rd Street, Jacksonville Beach, FL**



The Council Briefing began at 5:30 P.M.

The following City Council Members were in attendance:

Mayor: Christine Hoffman

Council Members:	Sandy Golding	Bill Horn	Dan Janson
	Fernando Meza	Cory Nichols (Late)	Greg Sutton

Also present were City Manager Mike Staffopoulos, Chief Financial Officer Ashlie Gossett, City Attorney Sandra Robinson, Chief of Police Gene Paul Smith, Police Commander Thomas Bingham, Police Detective Allan Ford, Police Sergeant Brian Wallace and Police Commander Eric Shaughnessy.

Purpose of Briefing

The purpose of the Briefing was to update the Council members about ongoing items in the City.

City Manager

Assumptions for FY2024 Budget Preparation

Chief Financial Officer Ashlie Gossett provided an overview of the Assumptions for FY2024 Budget Preparation. She specified the millage rate is estimated at 3.9947 and remains unchanged. Budget estimates assume the continued 50% return of Southend Tax Increment Trust Funds (TIF) to the General Fund and other taxing authorities.

It was the consensus of the Council to move forward with the presented Assumptions for FY2024 Budget Preparation.

FY2024 Budget Workshop Schedule

Ms. Gossett reviewed the FY2024 Budget Workshop and Adoption Schedule and stated the dates might change subject to the dates chosen by the Duval County School Board or Duval County.

It was the consensus of the Council to accept the presented dates and make changes if needed.

Repeal of Code of Ordinance Chapter 2, "Administration," Article II "City Council, Division 2 "Rules of Order"

City Attorney Sandra Robinson explained the City Council formally adopted the Legislative Policies Manual (LPM) on March 6, 2023. Because the majority of the items addressed in Chapter 2, Article II, Division 2 of the City Code of Ordinances are contained in the LPM, Division 2 has become unnecessary due to redundancy.

It was the consensus of the Council for Ms. Robinson to move forward with the repeal process for City Code of Ordinances Chapter 2, Article II, Division 2 in its entirety.

Police Department CALEA Accreditation Presentation

Chief of Police Gene Paul Smith provided an overview of the Commission on Accreditation for Law Enforcement Agencies (CALEA) Accreditation Program. Commander Thomas Bingham presented a PowerPoint presentation [on file] of the details of the program.

Drone and TASER Demonstration

Detective Allan Ford presented a PowerPoint presentation [on file] regarding the drones used by the Police department. Detective Ford provided a live drone demonstration of both drones.

Sergeant Brian Wallace presented a PowerPoint presentation [on file] of the TASERs used within the City's Police Department. Sergeant Wallace performed a TASER presentation on a target and tased volunteers Council Member Horn and Council Member Meza as a demonstration.

Miscellaneous City Manager's Items

Chief Smith provided an update regarding previously discussed parking issues within the City. He reviewed the information in an email to all Council [on file]. Commander Eric Shaughnessy provided background stats regarding parking complaints throughout the City. He provided stats regarding parking citations issued within the last year.

It was suggested by Mayor Hoffman for staff to reach out to the Florida Department of Transportation (FDOT) again regarding semi-truck parking within the City, specifically on South 3rd Street near Jacksonville Drive. Chief Smith stated he would keep the Council updated on their progress.

Community Assignment Report

N/A

Future Briefing Topics

Council Member Sutton requested an update on the Volunteer Life Saving Corp (VLSC) case. City Manager Mike Staffopoulos stated no information could be made public due to pending litigation, but a second mediation was scheduled for April 11, 2023.

Council Member Meza suggested adding a 9/11 memorial on the corner lot previously used for the old Veteran's Memorial that was moved to Ocean Front Park. Mr. Staffopoulos suggested the Council have a conversation with the Community Redevelopment Agency (CRA) Coordinator to provide an update regarding the plan for the specific location. It was the consensus of the Council to have CRA Coordinator Taylor Mobbs provide an update at a future briefing.

Council Member Nichols spoke about the Live Local Act and requested more information about the act be presented to the Council for information purposes. It was the consensus of the Council to place this topic on a future briefing agenda.

Mr. Nichols requested a future discussion regarding a possible pilot project for ticketed events at the Seawalk Pavilion. It was the consensus of the Council to place this topic on a future briefing agenda.

Council Member Golding explained the project on 4th Street has been problematic for the residents. She requested the City do a better job of communicating updates to the Council and residents regarding upcoming and ongoing projects. Mr. Staffopoulos suggested a debriefing regarding previously discussed contract negotiations and mechanisms to incentivize the contractors to work more quickly. The debriefing would allow staff to better understand the Council's expectations for residents and business owners.

Ms. Golding stated she spoke with the City Attorney regarding her concerns with information about public hearings for citizens to obtain regarding procedures and preparation recently being removed from the City's website. Ms. Golding requested a future briefing with the City Attorney to further discuss the concerns of providing such information on the website. It was the consensus of the Council to add this topic to a future briefing.

The Briefing adjourned at 6:56 P.M.

Submitted by: Jodilynn Byrd
Deputy City Clerk

Approved:

Christine H. Hoffman, MAYOR

Date: _____



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	02/13/2023
SUBJECT:	Accept/Reject the Monthly Financial Reports for the month of March 2023

BACKGROUND

Attached are the monthly financial reports for March 2023 as prepared by the Finance Department. These reports represent 6 months of activity, or 50% of the total annual budget, and are prepared on a cash basis.

Summary Budget Reports Exhibits 1 through 6 show the cumulative actual revenues and expenditures compared to the actual amounts at the same point in time as last fiscal year. Exhibit 7 compares actual revenues and expenditures to the budget in total by fund.

FINANCIAL IMPACT

For informational purposes only.

REQUESTED ACTION

Accept/Reject the Monthly Financial Reports for the month of March 2023

ATTACHMENTS

1. 2023-3 March Financials



SUMMARY BUDGET REPORT

March 31, 2023

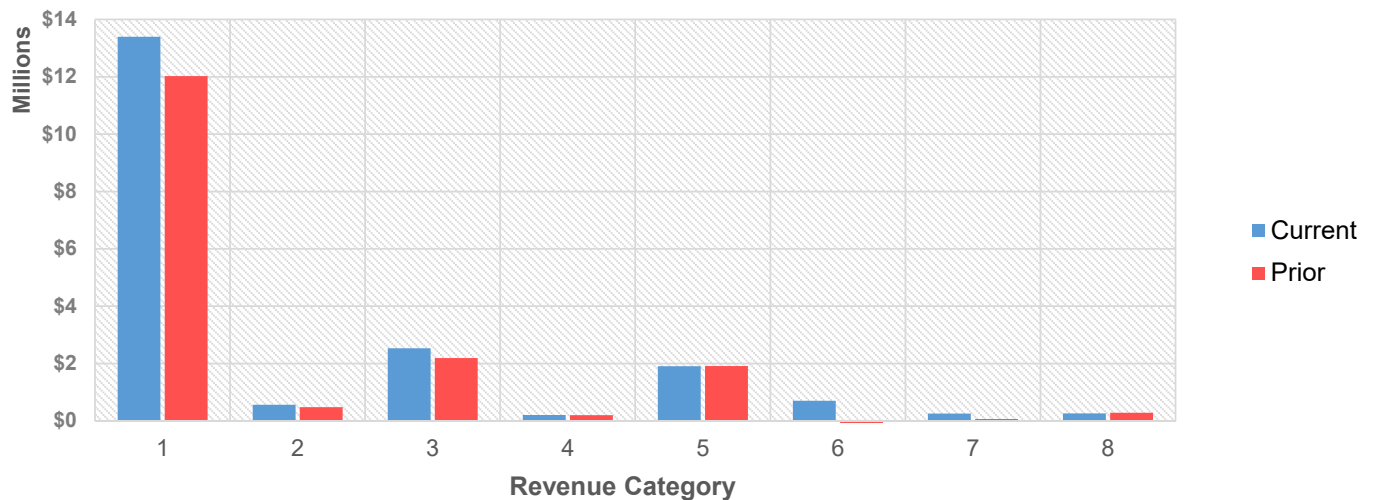
49.9% of Year Elapsed

Exhibit 1

General Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
1 Taxes	13,394,586	81.2%	12,023,171	80.7%	0.5%	1,371,415
2 Licenses & Permits	557,739	86.2%	473,086	78.2%	7.9%	84,653
3 Intergovernmental Revenue	2,528,477	58.9%	2,190,493	52.9%	6.0%	337,984
4 Charges for Services	201,913	44.3%	195,147	41.6%	2.7%	6,766
5 Enterprise Contributions	1,905,947	50.2%	1,907,597	50.0%	0.2%	(1,650)
6 Miscellaneous Revenue	700,064	251.8%	(82,243)	-24.8%	276.6%	782,307
7 Fines & Forfeitures	254,910	149.9%	61,747	38.1%	111.8%	193,163
8 Interfund Transfers	257,951	50.2%	277,801	54.0%	-3.9%	(19,851)
Total Revenues	\$19,801,586	74.3%	\$17,046,799	68.4%	5.9%	\$2,754,787

Current Year vs. Prior Year



Discussion

Total General Fund revenues are over budget for the current year, due in part to the timing of ad valorem tax distributions.

- 3 The increase in intergovernmental revenues is attributable to the timing of receipts from the City of Jacksonville.
- 6 Miscellaneous revenue includes interest on pooled investments, auction proceeds, facility rental fees, tennis fees, and cemetery lots purchased. The increase from the prior year is due primarily to the adjustment to market value of the City's pooled investment assets.
- 7 The increase in fines & forfeitures is attributable to settlement proceeds from the SLG code enforcement case.



SUMMARY BUDGET REPORT

March 31, 2023

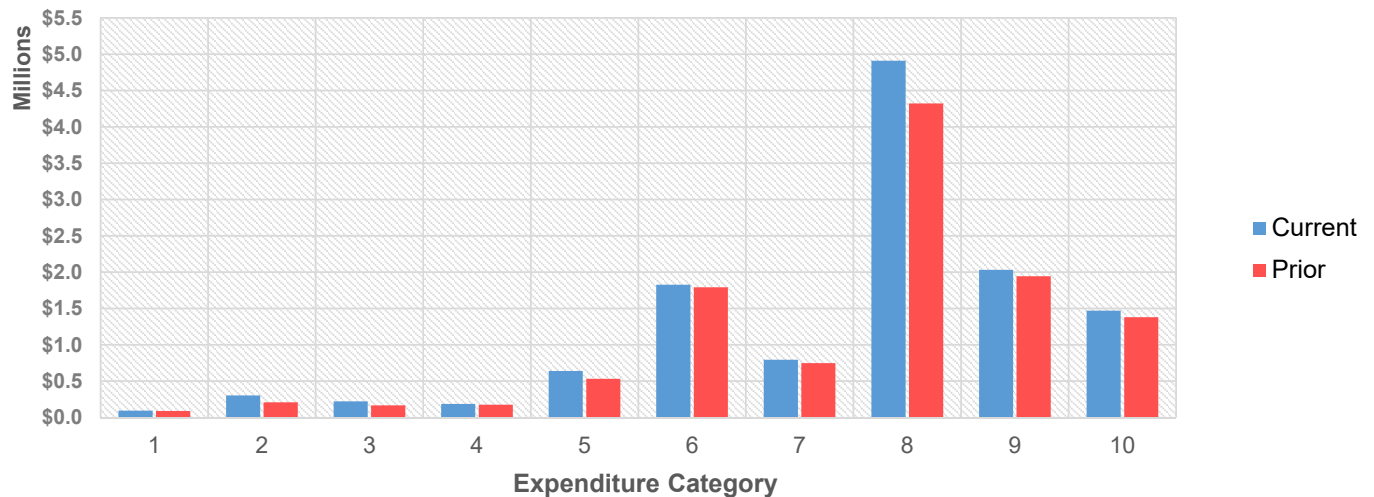
49.9% of Year Elapsed

Exhibit 2

General Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
1 City Administration	95,418	48.7%	90,916	48.6%	0.1%	4,502
2 City Attorney	304,788	52.8%	208,935	43.3%	9.5%	95,853
3 City Clerk	223,038	46.6%	167,668	36.8%	9.8%	55,371
4 Building Maintenance	187,133	41.2%	175,871	40.1%	1.1%	11,262
5 Planning and Development	641,465	42.0%	532,751	44.1%	-2.0%	108,714
6 Parks and Recreation	1,829,330	44.0%	1,792,056	48.7%	-4.8%	37,274
7 Public Works	795,679	43.2%	748,493	38.8%	4.4%	47,186
8 Police	4,911,898	48.5%	4,324,050	43.5%	5.0%	587,849
9 Fire Services	2,033,755	57.0%	1,945,548	58.0%	-1.1%	88,207
10 Non-Departmental	1,470,454	34.9%	1,381,921	40.8%	-5.8%	88,533
Total Expenditures	12,492,959	46.0%	11,368,209	45.4%	0.7%	\$1,124,750

Current Year vs. Prior Year



Discussion

Total General Fund expenditures are under budget for the current year and in line with prior year expenditures on a percent of budget basis.

- 5 The increase in Planning and Development expenditures is largely due to professional services supporting the comprehensive plan and land development code updates.
- 9 Fire Services expenditures include the annual contribution to the Fire Pension Plan unfunded actuarial accrued liability as part of the Fire Services Agreement with the City of Jacksonville. This is the 4th of 10 annual payments to satisfy this obligation.



SUMMARY BUDGET REPORT

March 31, 2023

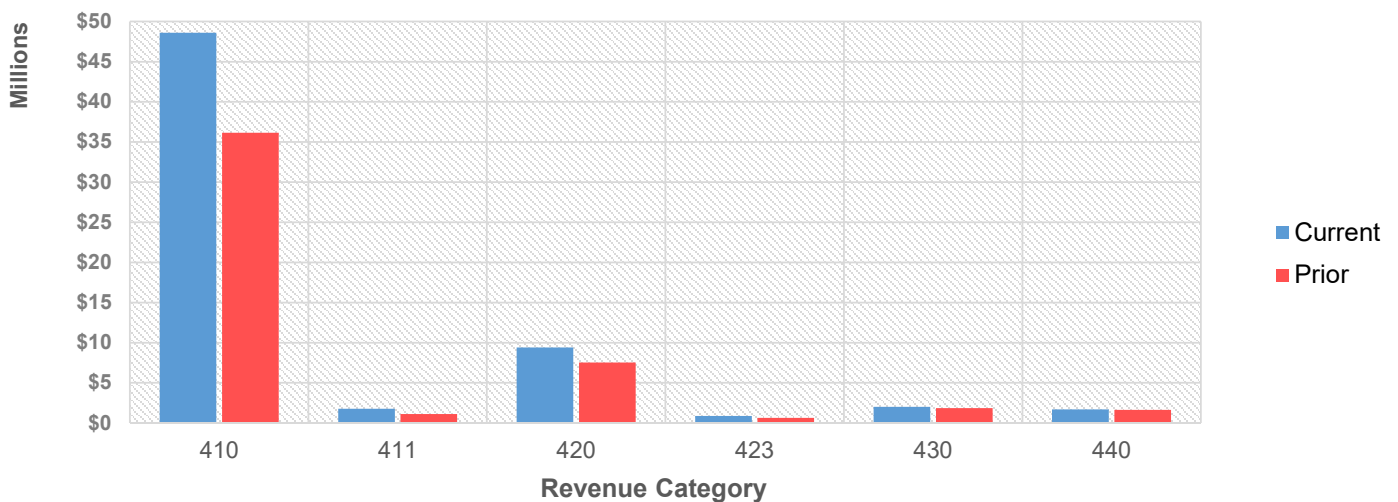
49.9% of Year Elapsed

Exhibit 3

Enterprise Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
410 Electric	48,596,143	50.6%	36,133,079	43.5%	7.2%	12,463,064
411 Natural Gas	1,751,846	79.4%	1,100,401	54.8%	24.6%	651,445
420 Water & Sewer	9,383,658	58.7%	7,513,042	49.7%	9.1%	1,870,616
423 Stormwater	858,324	60.6%	628,773	43.3%	17.3%	229,551
430 Sanitation	2,006,183	51.8%	1,838,074	52.1%	-0.2%	168,109
440 Golf Course	1,675,601	59.0%	1,610,926	70.9%	-11.8%	64,675
Total Revenues	\$64,271,756	52.6%	\$48,824,296	45.4%	7.2%	\$15,447,459

Current Year vs. Prior Year



Discussion

Total Enterprise Fund revenues are ahead of current year budget estimates and prior year revenues on a percent of budget basis.

410 The increase in Electric revenues is due to an increase in the pass-through bulk power cost adjustment used to pay for the rising cost of electricity from the City's provider.

411 The increase in Natural Gas revenues is attributable to an increase in the pass-through cost of gas adjustment used to pay for the rising cost of natural gas from the City's provider.

423 The increase in Stormwater revenues is largely due to the adjustment to market value of the City's pooled investment assets.



SUMMARY BUDGET REPORT

March 31, 2023

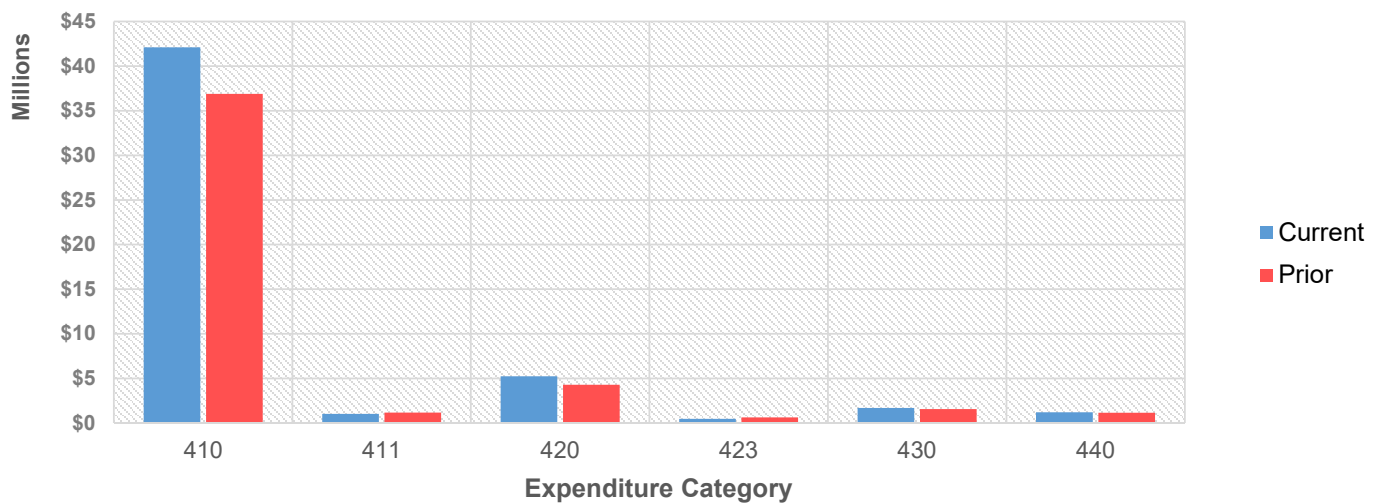
49.9% of Year Elapsed

Exhibit 4

Enterprise Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
410 Electric	42,099,346	41.2%	36,890,091	40.7%	0.6%	5,209,254
411 Natural Gas	1,017,642	49.9%	1,143,963	54.1%	-4.2%	(126,321)
420 Water & Sewer	5,218,219	27.4%	4,270,716	19.9%	7.5%	947,503
423 Stormwater	445,742	9.4%	617,660	23.1%	-13.6%	(171,919)
430 Sanitation	1,669,897	36.3%	1,547,161	37.7%	-1.3%	122,736
440 Golf Course	1,190,241	41.6%	1,135,402	46.9%	-5.4%	54,839
Total Expenditures	\$51,641,087	38.2%	\$45,604,993	36.9%	1.2%	\$6,036,093

Current Year vs. Prior Year



Discussion

Total Enterprise Fund expenditures are under budget for the current year and slightly ahead of prior year expenditures on a percent of budget basis.

410 The increase in the Electric Fund is largely attributable to the rising cost of purchased power.

411 The decrease in Natural Gas expenditures is due to the timing of capital projects in the prior year.

420 The increase in Water & Sewer expenditures is largely attributable to the timing of capital outlay in the current year.

423 The decrease in Stormwater expenditures is largely attributable to the timing of capital outlay in the prior year.

430 The increase in Sanitation expenditures from the prior year reflects the new solid waste and recycling contract.



SUMMARY BUDGET REPORT

March 31, 2023

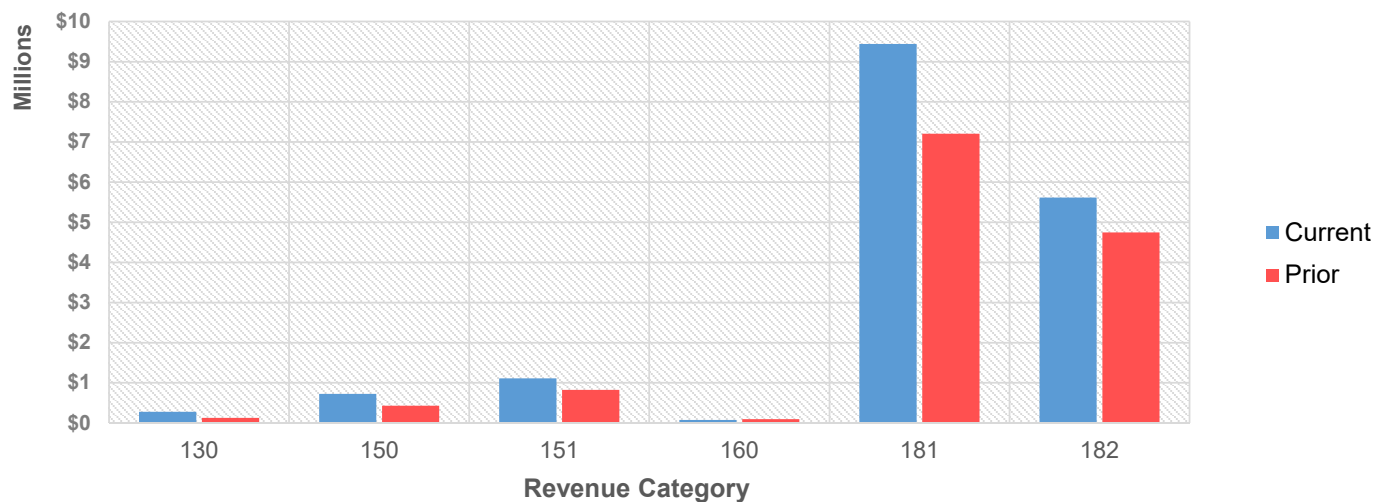
49.9% of Year Elapsed

Exhibit 5

Special Revenue Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
130 Convention Development	274,607	65.6%	125,804	33.5%	32.1%	148,802
150 Local Option Gas Tax	724,124	62.7%	426,703	53.6%	9.1%	297,421
151 Infrastructure Surtax	1,107,916	74.9%	823,704	58.1%	16.8%	284,212
160 Community Dev Blk Grant	71,951	50.7%	91,801	64.6%	-14.0%	(19,851)
181 Downtown Increment Fund	9,441,591	105.2%	7,203,507	94.2%	11.0%	2,238,084
182 Southend Increment Fund	5,613,749	190.4%	4,745,805	176.2%	14.2%	867,944
Total Revenues	\$17,233,938	114.0%	\$13,417,326	102.6%	11.4%	\$3,816,613

Current Year vs. Prior Year



Discussion

Total revenues in the Special Revenue Funds are ahead of prior year actuals on a percent of budget basis.

130 Convention Development revenues reflect receipts through January. The increase over the prior year is due to the timing of deposits from the City of Jacksonville.

160 Community Development Block Grant revenues are received on a reimbursement basis.

181/ 182 The annual tax increment distributions for both the Downtown and Southend districts were received in December. Increases over the prior year are largely due to investment interest earnings.



SUMMARY BUDGET REPORT

March 31, 2023

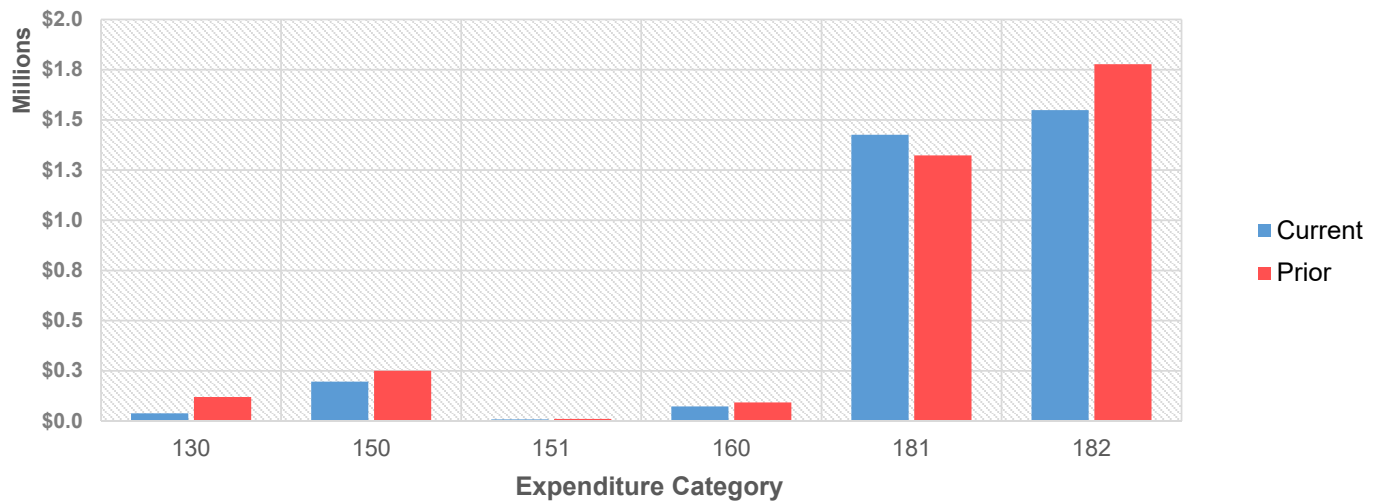
49.9% of Year Elapsed

Exhibit 6

Special Revenue Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
130 Convention Development	37,581	4.8%	118,923	20.7%	-15.9%	(81,342)
150 Local Option Gas Tax	195,473	23.7%	249,716	31.2%	-7.4%	(54,244)
151 Infrastructure Surtax	7,037	0.6%	9,772	0.7%	-0.1%	(2,736)
160 Community Dev Blk Grant	71,951	50.7%	91,801	64.6%	-14.0%	(19,851)
181 Downtown Increment Fund	1,425,356	4.8%	1,322,489	13.6%	-8.8%	102,866
182 Southend Increment Fund	1,548,436	12.8%	1,777,534	14.9%	-2.1%	(229,098)
Total Expenditures	\$3,285,833	7.4%	\$3,570,237	14.6%	-7.2%	(\$284,404)

Current Year vs. Prior Year



Discussion

In total, Special Revenue Fund expenditures are under budget for the current year and 7.2% lower than the prior year on a percentage of budget basis.

130 The decrease in Convention Development expenditures is due to capital projects undertaken in the prior year.

160 Community Development Block Grant Fund expenditures will be reimbursed by grant funding.

181/ The variances in both the Downtown and Southend Increment Funds are largely due to the timing of capital projects.
182



SUMMARY BUDGET REPORT

March 31, 2023

49.9% of Year Elapsed

Exhibit 7

Summary Revenues and Expenditures

Fund Name	Budgeted Annual Revenues	Budgeted Revenues To Date	Actual Revenues To Date	Variance Favorable/(Unfavorable)
001 General Fund	26,657,072	13,292,019	19,801,586	6,509,567
130 Convention Development Tax	418,705	208,779	274,607	65,828
150 Local Option Gas Tax	1,154,613	575,725	724,124	148,399
151 Infrastructure Surtax	1,478,438	737,194	1,107,916	370,722
160 Community Dev. Blk. Grant	142,000	70,805	71,951	1,145
181 Downtown Increment Fund	8,978,030	4,476,716	9,441,591	4,964,875
182 Southend Increment Fund	2,948,523	1,470,222	5,613,749	4,143,527
410 Electric Utility	95,979,446	47,858,244	48,596,143	737,899
411 Natural Gas Utility	2,207,035	1,100,494	1,751,846	651,352
420 Water & Sewer Utility	15,972,798	7,964,518	9,383,658	1,419,139
423 Storm Water Management	1,416,541	706,330	858,324	151,994
430 Sanitation Fund	3,869,346	1,929,373	2,006,183	76,811
440 Golf Course Fund	2,838,334	1,415,279	1,675,601	260,323
460 Leased Facilities Fund	751,277	374,609	382,006	7,396
500 Internal Service Funds	15,749,360	7,853,106	6,858,066	(995,039)
Total Revenues	\$180,561,518	\$90,033,414	\$108,547,352	\$18,513,938

Fund Name	Budgeted Annual Expenditures	Budgeted Expenditures To Date	Actual Expenditures To Date	Variance Favorable/(Unfavorable)
001 General Fund	27,145,019	13,535,325	12,492,959	1,042,365
130 Convention Development Tax	784,620	391,235	37,581	353,654
150 Local Option Gas Tax	823,218	410,481	195,473	215,009
151 Infrastructure Surtax	1,104,378	550,676	7,037	543,640
160 Community Dev. Blk. Grant	142,000	70,805	71,951	(1,145)
181 Downtown Increment Fund	29,605,937	14,762,413	1,425,356	13,337,057
182 Southend Increment Fund	12,123,521	6,045,153	1,548,436	4,496,717
410 Electric Utility	102,068,931	50,894,645	42,099,346	8,795,299
411 Natural Gas Utility	2,037,749	1,016,083	1,017,642	(1,558)
420 Water & Sewer Utility	19,049,315	9,498,563	5,218,219	4,280,343
423 Storm Water Management	4,716,982	2,352,030	445,742	1,906,288
430 Sanitation Fund	4,598,841	2,293,121	1,669,897	623,223
440 Golf Course Fund	2,863,341	1,427,748	1,190,241	237,507
460 Leased Facilities Fund	927,353	462,406	550,915	(88,509)
500 Internal Service Funds	15,805,548	7,881,122	7,788,066	93,056
Total Expenditures	\$223,796,756	\$111,591,807	\$75,758,860	\$35,832,947

Fund Name	Net Income/(Loss)	Net Variance Favorable/(Unfavorable)
001 General Fund	7,308,627	7,551,932
130 Convention Development Tax	237,025	419,482
150 Local Option Gas Tax	528,652	363,408
151 Infrastructure Surtax	1,100,880	914,362
160 Community Dev. Blk. Grant	-	-
181 Downtown Increment Fund	8,016,236	18,301,932
182 Southend Increment Fund	4,065,313	8,640,243
410 Electric Utility	6,496,797	9,533,198
411 Natural Gas Utility	734,205	649,794
420 Water & Sewer Utility	4,165,438	5,699,483
423 Storm Water Management	412,582	2,058,282
430 Sanitation Fund	336,286	700,034
440 Golf Course Fund	485,360	497,829
460 Leased Facilities Fund	(168,909)	(81,112)
500 Internal Service Funds	(930,000)	(901,983)
Total	\$32,788,492	\$54,346,885



CASH AND INVESTMENTS BY TYPE

Fiscal Year to Date

March 31, 2023

Type of Investment	10/1/2022 Beginning Balance	Investment Earnings	Realized Gain/(Loss)	Unrealized Gain/(Loss)	Fees	Net Investment Income	Net Deposits (Withdrawals)	3/31/2023 Ending Balance	Weighted Net Return
Sawgrass Asset Management	41,748,356	-	(148,141)	909,903	(46,181)	715,582	436,196	42,900,134	0.29%
Galliard Capital Management	45,506,539	670,187	(329,180)	771,422	(50,373)	1,062,056	7,500,000	54,068,595	0.47%
Garcia Hamilton & Associates	46,348,436	563,102	(275,961)	975,123	(50,309)	1,211,954	7,500,000	55,060,390	0.53%
State Pooled Investment Fund	32,420,623	693,326	-	-	-	693,326	0	33,113,948	0.28%
Florida Trust	29,312,861	588,324	-	-	-	588,324	(0)	29,901,186	0.24%
Florida Municipal Investment Trust 0-2 Yr HQ Bond Fund	12,599,391	199,876	-	-	-	199,876	0	12,799,267	0.08%
Operating Cash: Bank of America	20,569,228	266,386	-	-	(80,467)	185,919	489,642	21,244,788	0.08%
Petty Cash	6,725	-	-	-	-	-	-	6,725	0.00%
TOTAL CITY MANAGED INVESTMENTS AND CASH	228,512,159	2,981,200	(753,282)	2,656,449	(227,329)	4,657,038	15,925,838	249,095,034	1.97%
Pension: Salem Mutual Fund	55,463,746	1,855,825	200	5,578,863	-	7,434,887	-	62,898,633	7.81%
Pension: Sawgrass Asset Mgt	23,681,641	338,386	(531,791)	1,453,410	(38,965)	1,221,040	0	24,902,680	1.19%
Pension: Wells Capital	12,281,883	36,810	169,051	1,353,914	(35,973)	1,523,802	0	13,805,685	1.59%
Pension: JPMCB - Strategic Property Fund	6,819,791	-	-	(481,002)	-	(481,002)	(0)	6,338,789	-0.41%
TOTAL PENSION INVESTMENTS	98,247,060	2,231,021	(362,541)	7,905,185	(74,938)	9,698,726	0	107,945,787	9.87%
TOTAL CASH AND INVESTMENTS	\$326,759,219	\$5,212,221	(\$1,115,823)	\$10,561,633	(\$302,268)	\$14,355,764	\$15,925,838	\$357,040,821	

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	03/30/2023
SUBJECT:	Change of Scope for the Ocean Terrace Drainage Improvements (Jacksonville Drive) Project (Bid #2021-09)

BACKGROUND

The City of Jacksonville Beach City Council and Community Redevelopment Area (CRA) approved the Ocean Terrace Drainage Improvements (Jacksonville Drive) Project (Bid # 2021-09) on September 20, 2021 for construction. As this project is currently finalizing work and construction, Public Works staff recommends expanding the scope of work for the project to include a drainage stub-out, and additional curbing and pavement work west of the original project termination, up to and including the intersection of Jacksonville Drive and America Avenue. This additional scope of work is included as part of phase 2 of the America Drive project; however, staff recommends completing this work as part of the currently active project, greatly reducing the impact on residents on and around Jacksonville Drive for the next phase of the project.

The CRA was notified of this scope change prior to City Council consideration, and are supportive of expanding the scope of work.

The funding for the expanded scope of work is available as part of the original contingency for this project.

FINANCIAL IMPACT

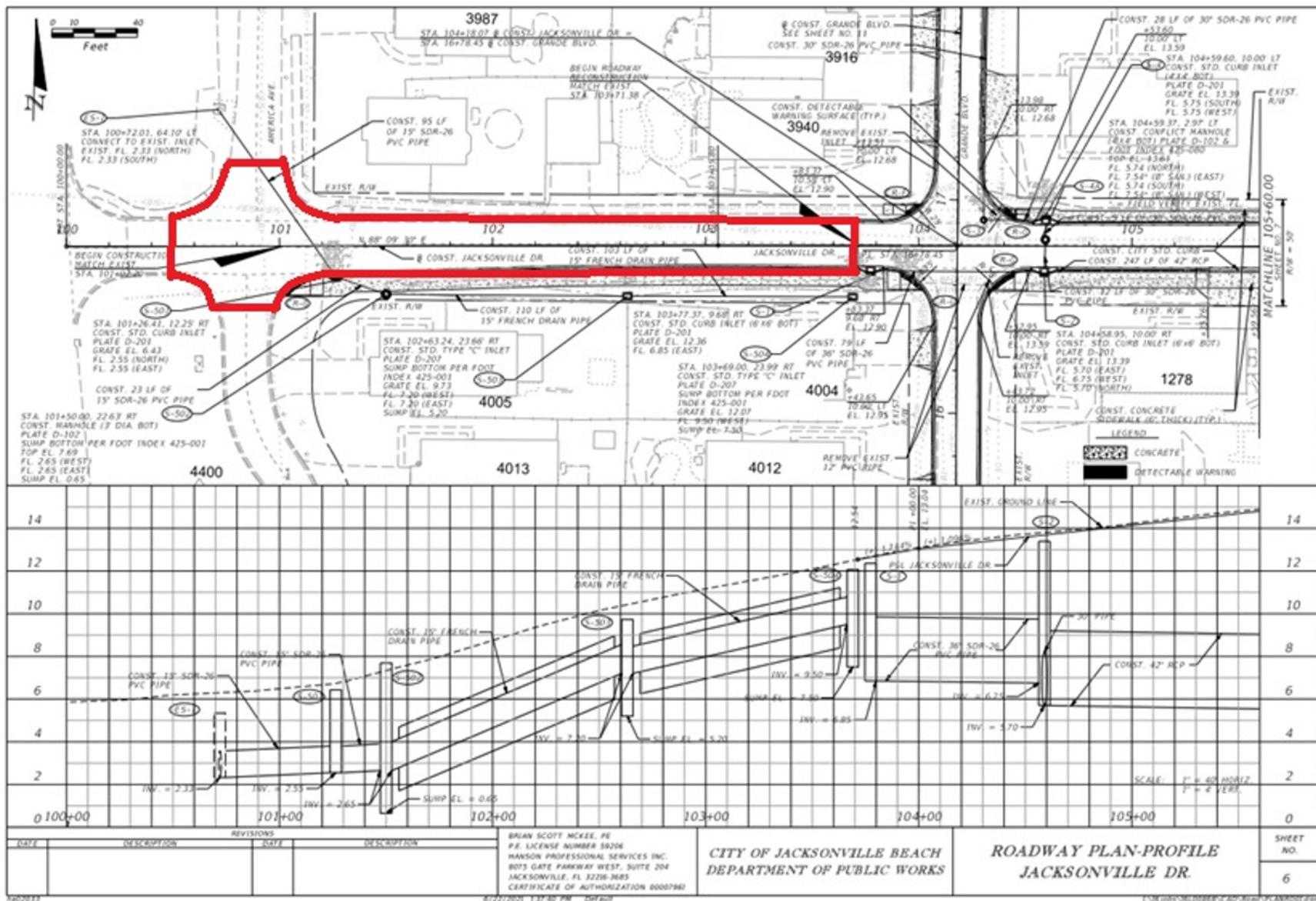
Costs for this change of scope will be covered by the contingencies originally put in place for this project. There are no additional budgetary concerns for this change.

REQUESTED ACTION

Approve/Disapprove a Change of Scope for the Ocean Terrace Drainage Improvements (Jacksonville Drive) Project (Bid #2021-09)

ATTACHMENTS

1. Jax Drive and America Extension 03.30.23



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	03/24/2023
SUBJECT:	Accept/Reject Public Infrastructure Acceptance at Gordon Avenue and 21st Avenue South by Atkins Builders, Inc.

BACKGROUND

On February 23, 2022 the City of Jacksonville Beach (City) City Council approved an agreement with Atkins Builders, Inc., for City improvements to right-of-way for Gordon Avenue and 21st Avenue South. The total infrastructure improvements were \$204,914.39 with the City providing reimbursement in the amount of \$128,626 to Atkins Builders, Inc., for City improvements made adjacent to their work area for the benefit of the City. This work was completed in January 2023. See attached drawings for improvements.

Public Infrastructure Dedicated to the City for Maintenance			
Description	Location	Responsibility	Value
Potable Water System	Right-of-Way	Public Works	\$16,777.38
Sanitary Sewer Collection System	Right-of-Way	Public Works	\$64,195.01
Stormwater Collection System	Right-of-Way	Public Works	\$28,417.00
Electrical	Right-of-Way	Beaches Energy	\$28,625.00
Roadway Improvements / Site Work	Right-of-Way	Public Works	\$66,900.00
Total			\$204,914.39

The sewer improvements were tested, received Florida Department of Environmental Protection clearance, and have been placed in service operations. The engineer certified the work based on testing results and as-built drawings and certified the work's value. The contractor has provided a one-year warranty bond.

The public infrastructure required and provided for the development area and now proposed for acceptance by the City, has been verified by staff to have been installed consistent with the approved agreement with Atkins Builders, Inc.

FINANCIAL IMPACT

By accepting this infrastructure, the City will be responsible for ongoing and future maintenance expenses.

REQUESTED ACTION

Accept/Reject Public Infrastructure Acceptance at Gordon Avenue and 21st Avenue South by Atkins Builders, Inc.

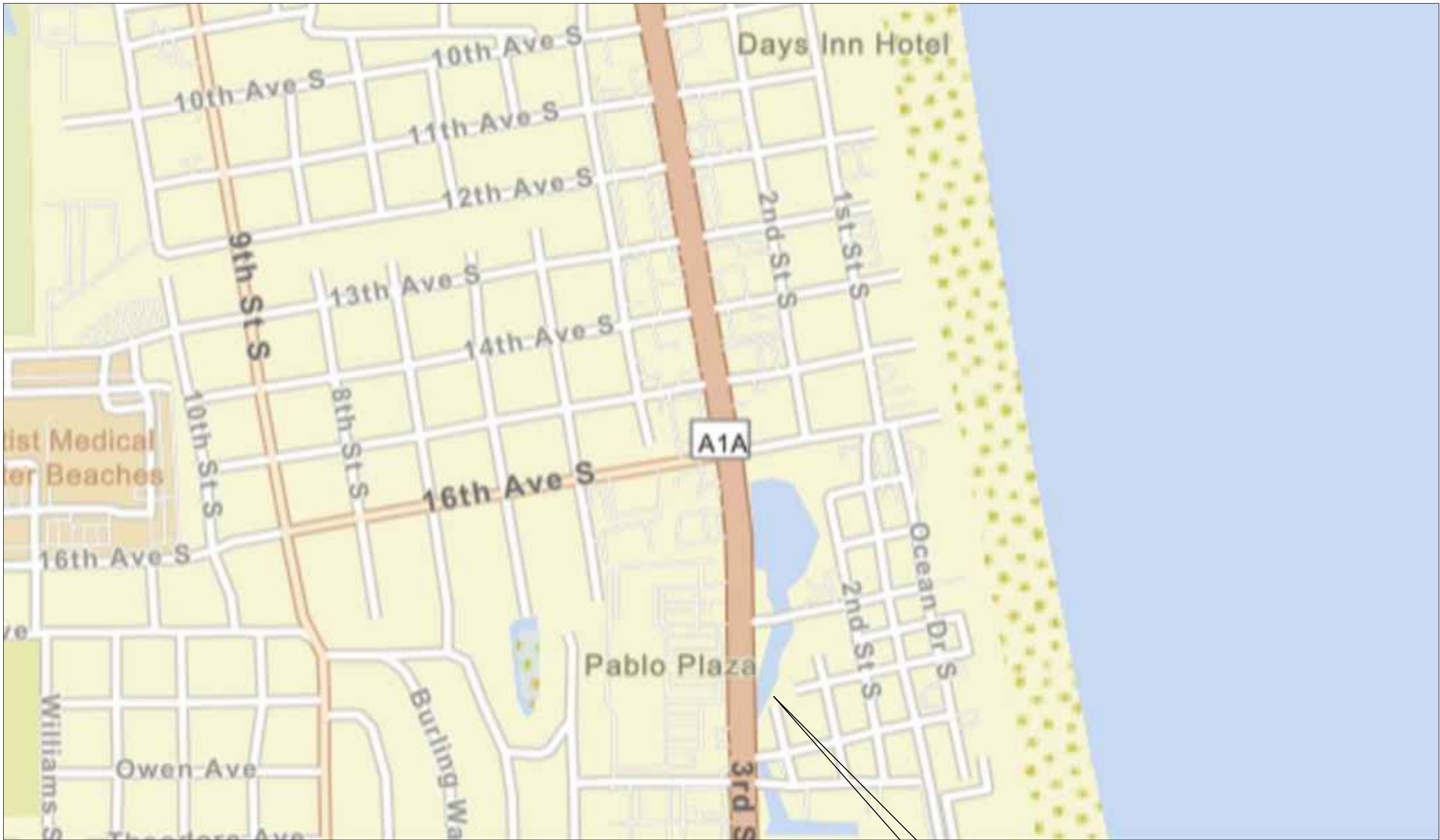
ATTACHMENTS

1. Gordon Ave. As-Built Drawings
2. Gordon Ave. Schedule of Values

PAVING & DRAINAGE AS BUILT

GORDAN AVE DEVELOPMENT

DUVAL COUNTY, FLORIDA



VICINITY MAP

PROJECT LOCATION

DESCRIPTION:

{GORDEN AVENUE AS-BUILT} .

SURVEY NOTES:

- THIS IS NOT A BOUNDARY SURVEY. PROPERTY AND RIGHT OF WAY LINES SHOWN HEREON ARE APPROXIMATE ONLY AND DO NOT CONSTITUTE OWNERSHIP.
- ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE FOLLOWING {Owner-Benchmark Names-Elevations-Datum}
- EASEMENTS OR RIGHTS OF WAY THAT APPEAR ON APPROVED PLANS OR THAT HAVE BEEN FURNISHED TO THE SURVEYOR BY OTHERS HAVE BEEN INCORPORATED INTO THIS DRAWING WITH APPROPRIATE NOTATION. OTHER EASEMENTS MAY BE DISCOVERED BY A SEARCH OF THE PUBLIC RECORDS.
- MEASUREMENT METHODS USED FOR THIS SURVEY MEET STANDARDS OF PRACTICE FOR LAND SURVEYING AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE CHAPTER 5 J-17.050-.052 REQUIREMENTS.
- NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- FEATURES SHOWN BY SYMBOL AS INDICATED IN LEGEND ARE NOT TO SCALE.
- THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF AN ABSTRACT, TITLE SEARCH, TITLE OPINION OR TITLE COMMITMENT. A TITLE SEARCH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.
- DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF.
- SOME INFORMATION SHOWN HERE-IN PROVIDED BY CONTRACTOR.
- THE ELECTRONIC IMAGE OF THIS MAP CONTAINS HORIZONTAL POSITIONS FOR ALL FEATURES SHOWN RELATIVE TO STATE PLANE COORDINATE ZONE FLORIDA EAST (NAD83 / 2011), AS PROVIDED BY CLIENT.

NOTICE OF LIABILITY:

THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF THE SURVEYOR.

INDEX OF PLANS

SHEET NO.

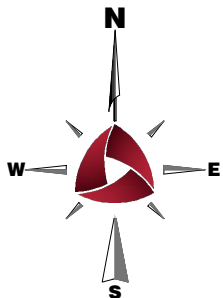
SHEET DESCRIPTION

- | | |
|---|--------------------------|
| 1 | COVER SHEET |
| 2 | PAVING&DRAINAGE AS-BUILT |

LEGEND

AB = AS-BUILT ELEVATION

[XX.XX] = AS-BUILT SPOT ELEVATION



AS-BUILT - PROFESSIONAL SURVEYOR AND MAPPER CERTIFICATION

INFORMATION PROVIDED BY: ALLIANT SURVEYING, INC.



NAME: CLAYTON WALLEY
ADDRESS: 10475 FORTUNE PARKWAY, SUITE 101
JACKSONVILLE, FL 32256
PHONE #: (904) 240-1351

I HEREBY CERTIFY THAT THE

☒ PAVEMENT	☐ CHILLED WATER
☐ CURB AND GUTTER	☐ WATER MAIN
☒ STORM & DRAINAGE SYSTEM	☐ RECLAIMED WATER MAIN
☐ LAKE OR POND	☐ FORCE MAIN
☒ UNDERDRAIN CONNECTIONS	☐ SANITARY GRAVITY SYSTEM
☐ FIRE WATER MAIN	☐ LIFT STATION

ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN ON THESE "AS-BUILT" DRAWINGS AND THE ACCOMPANYING ELECTRONIC FILE HAVE BEEN LOCATED AND MAPPED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS PER CHAPTER 5J-17.051 AND 5J-17.052, F.A.C.

ELECTRONIC DRAWING FILE NAME: GORDON AVE -MASTER AB.dwg DATE: 2/1/2023
DATE OF FIELD SURVEY: 1/15/2022

SIGNATURE:

NAME: CLAYTON WALLEY

PSM No.: LS7209

DATE: 2/1/2023

THIS REPORT AND ELECTRONIC FILE ARE NOT FULL AND COMPLETE WITHOUT THE OTHER AND ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

AS-BUILT - CONTRACTOR CERTIFICATION

INFORMATION PROVIDED BY:

DATE: _____

NAME: _____

ADDRESS: _____

PHONE #: _____

I HEREBY CERTIFY THAT THE MATERIALS AND QUANTITIES USED IN THE CONSTRUCTION OF:

☒ PAVEMENT	☐ CHILLED WATER
☐ CURB AND GUTTER	☐ WATER MAIN
☒ STORM & DRAINAGE SYSTEM	☐ RECLAIMED WATER MAIN
☐ LAKE OR POND	☐ FORCE MAIN
☒ UNDERDRAIN CONNECTIONS	☐ SANITARY GRAVITY SYSTEM
☐ FIRE WATER MAIN	☐ LIFT STATION

ARE IN ACCORDANCE WITH THE APPROVED PLANS AND COUNTY SPECIFICATIONS, UNLESS OTHERWISE APPROVED BY THE REGULATORY AGENCY.

CONTRACTOR'S SIGNATURE _____

DATE: _____

CONTRACTOR'S NAME _____

STATE UTILITIES No.: _____



ALLIANT

10475 Fortune Pkwy, Suite 101
Jacksonville, FL 32256
904.240.1351 MAIN
www.alliant-inc.com
LB 8289

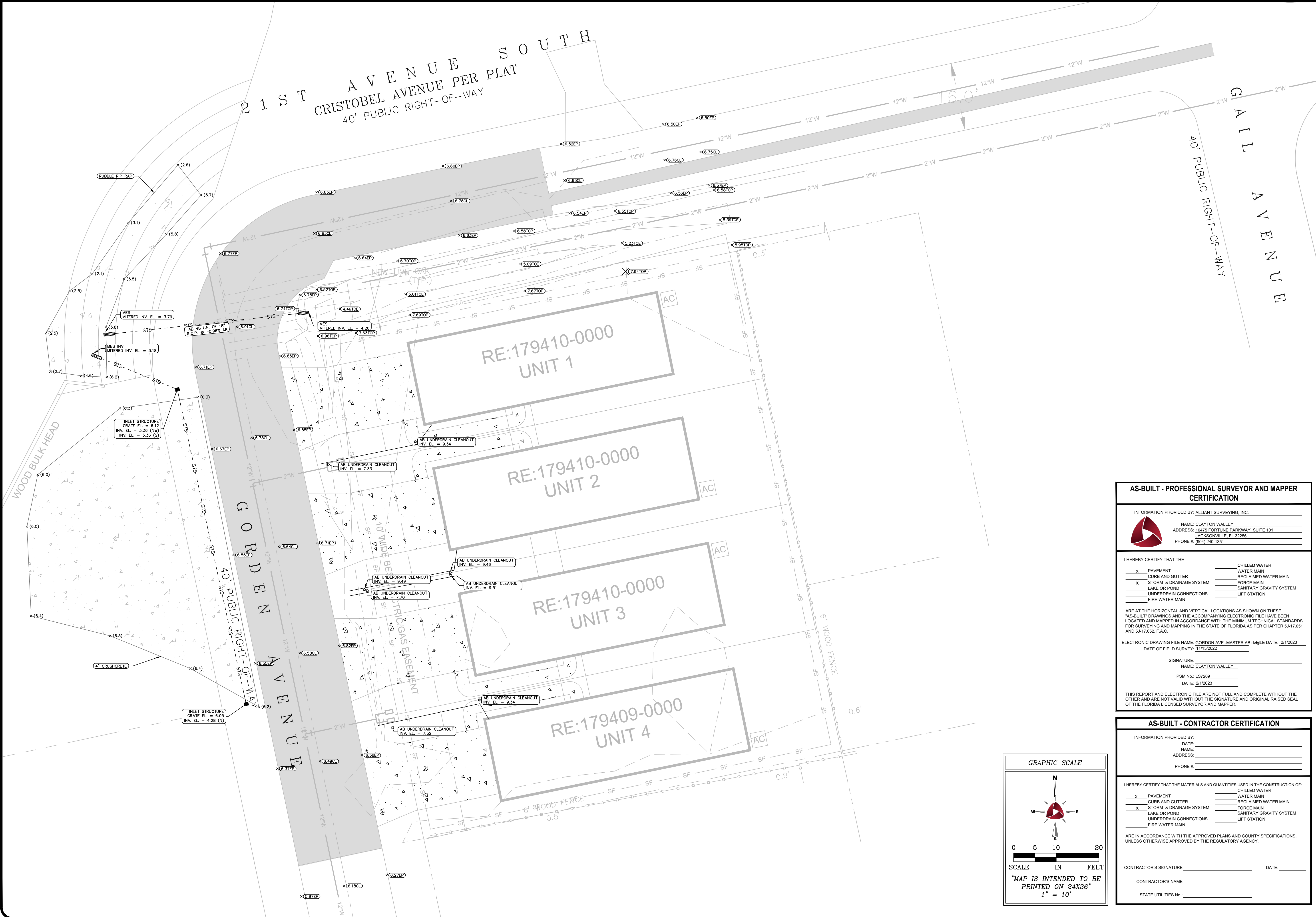
GORDAN AVE DEVELOPMENT

ATKINS BUILDERS

JACKSONVILLE BEACH, FLORIDA

DRAWN BY	JLD
CHECKED BY	CAW
DATE ISSUED	2/1/2023
SCALE	1"=20'
JOB NO.	322-0024
PAGE	1

PAVING AND DRAINAGE AS-BUILT



AS-BUILT - PROFESSIONAL SURVEYOR AND MAPPER CERTIFICATION

INFORMATION PROVIDED BY: ALLIANT SURVEYING, INC.

NAME: CLAYTON WALLEY
ADDRESS: 10475 FORTUNE PARKWAY, SUITE 101
JACKSONVILLE, FL 32256
PHONE #: (904) 240-1351

I HEREBY CERTIFY THAT THE:

☒ PAVEMENT	☐ CHILLED WATER
☒ CURB AND GUTTER	☐ RECLAIMED WATER MAIN
☒ STORM & DRAINAGE SYSTEM	☐ FORCE MAIN
☐ LAKE OR POND	☐ SANITARY GRAVITY SYSTEM
☐ UNDERDRAIN CONNECTIONS	☐ LIFT STATION
☐ FIRE WATER MAIN	

ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN ON THESE "AS-BUILT" DRAWINGS AND THE ACCOMPANYING ELECTRONIC FILE HAVE BEEN LOCATED AND MAPPED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS PER CHAPTER 5J-17.051 AND 5J-17.052, F.A.C.

ELECTRONIC DRAWING FILE NAME: GORDON AVE - MASTER AS-BUILT DATE: 2/1/2023
DATE OF FIELD SURVEY: 1/15/2022

SIGNATURE: _____
NAME: CLAYTON WALLEY
PSM No.: LS7288
DATE: 2/1/2023

THIS REPORT AND ELECTRONIC FILE ARE NOT FULL AND COMPLETE WITHOUT THE OTHER AND ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

AS-BUILT - CONTRACTOR CERTIFICATION

INFORMATION PROVIDED BY:

DATE: _____
NAME: _____
ADDRESS: _____
PHONE #: _____

I HEREBY CERTIFY THAT THE MATERIALS AND QUANTITIES USED IN THE CONSTRUCTION OF:

☒ PAVEMENT	☐ CHILLED WATER
☒ CURB AND GUTTER	☐ RECLAIMED WATER MAIN
☒ STORM & DRAINAGE SYSTEM	☐ FORCE MAIN
☐ LAKE OR POND	☐ SANITARY GRAVITY SYSTEM
☐ UNDERDRAIN CONNECTIONS	☐ LIFT STATION
☐ FIRE WATER MAIN	

ARE IN ACCORDANCE WITH THE APPROVED PLANS AND COUNTY SPECIFICATIONS, UNLESS OTHERWISE APPROVED BY THE REGULATORY AGENCY.

CONTRACTOR'S SIGNATURE _____ DATE: _____
CONTRACTOR'S NAME _____
STATE UTILITIES No.: _____

PREPARED FOR: JEA
PREPARED FOR: JEA
PREPARED FOR: JEA

GORDAN AVE DEVELOPMENT
ATKINS BUILDERS
JACKSONVILLE BEACH, FLORIDA

10475 Fortune Pkwy, Suite 101
Jacksonville, FL 32256
904.240.1351 MAIN
www.alliantinc.com
LB 0269

ALLIANT

REVISIONS	DATE	DESCRIPTION	APPROVED
1	2/7/2023	ISSUED TO AS-BUILT/CONTRACTOR	

DRAWN BY: JLD
CHECKED BY: CAW
DATE ISSUED: 02/01/2023
SCALE: 1"=20'
JOB NO.: 319-0000
PAGE: 2 OF 2

Robert K. Phillips, PE

Civil/Environmental Engineering

April 7, 2023

Dennis W. Barron, Jr. MBA
Director of Public Works
City of Jacksonville Beach, FL
1460A Shetter Avenue
Jacksonville Beach, FL 32250

**Re: Gordon Avenue Development
Warranty Bond and Schedule of Values
(Gordon Ave and 21st Ave S.)
Jacksonville Beach, FL**

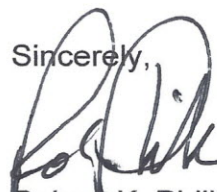
Dear Mr. Barron:

We hereby request approval by your department for a Warranty Bond in the amount of \$204,914.390 for the improvements for the referenced project that is to be conveyed to the City of Jacksonville Beach ("City") for maintenance. We have made recent site observations of the project and have found it to be in substantial compliance with the approved engineering plans on file with the City of Jacksonville Beach Department of Public Works. To the best of my knowledge and belief, the attached Schedule of Values is an accurate representation of the improvements to be conveyed to the City.

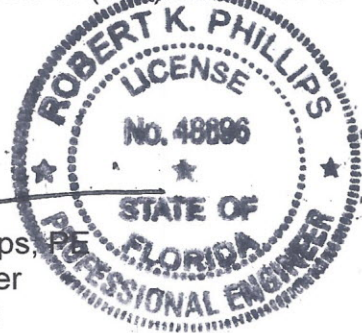
The attached estimated value of improvements for acceptance is based on the project schedule of values for construction as provided by the contractor. Please refer to the attached worksheet for a detailed breakdown of these values.

If you have any questions, or if there is any more information you would like me to provide, please do not hesitate to contact me at your convenience at (904) 903-8715 or email at rkphillipspe@gmail.com.

Sincerely,



Robert K. Phillips, PE
Project Engineer
FLPE 0048896



Schedule of Values for Improvements for Acceptance

Project: Gordon Ave Development
Location : Gordon Ave. & 21st Ave. S. B/W 22nd Ave. S. & 2nd St. S.
Contractor: Atkins Construction

Item	Unit Type	Quantity	Unit Cost	Total Cost
Storm Drainage				
18" RCP, MES, Roof Drains				
MES	EA	3	\$ 1,200.00	\$ 3,600.00
18" RCP Drain Pipe	LF	47	\$ 200.00	\$ 9,400.00
8" PVC Drain Pipe	LF	127	\$ 60.00	\$ 7,620.00
Conc. Ditch Pavement	SF	1150	\$ 6.78	\$ 7,797.00
			Sub Total	\$ 28,417.00
Sanitary Sewer				
R&R Existing Sewer & Add Sewer Services as shown on plans				
R&R 8" SDR26 G.S.	LF	223	\$ 287.87	\$ 64,195.01
Water				
Relocate existing 12" Water Main				
Resident. Water Service	EA	6	\$ 2,796.23	\$ 16,777.38
Electrical				
Conduit, Transformer, Hand Holds				
Conduit	LF	175	\$ 135.00	\$ 23,625.00
Hand Pulls	EA	4	\$ 500.00	\$ 2,000.00
Transformer Pads	EA	2	\$ 1,500.00	\$ 3,000.00
			Sub Total	\$ 28,625.00
Roadway				
Stabilized subgrade, 6" Limerock, 1" asphalt & prime				
Roadway Pavement	SF	4460	\$ 15.00	\$ 66,900.00
			TOTAL:	\$ 204,914.39



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	04/10/2023
SUBJECT:	Emergency Repair of a Sanitary Sewer Main/Manhole at 9th Avenue North and 22nd Street North

BACKGROUND

The City of Jacksonville Beach (COJB) Public Works (PW) Department was made aware of a dip/pavement sinkhole developing near the intersection of 9th Avenue North and 22nd Street North. PW arranged to camera the sanitary sewer line in the area and discovered a problem near the intersection described above. It appears that the 8" PVC sanitary sewer main has failed at the boot where it connects to the manhole. The repair is located approximately 17'-18' deep. Due to the depth and amount of excavation required, it is in the best interest of the COJB and PW to contract this repair. Bids were solicited from seven contractors and bids were received from four. Bid costs ranged from \$99,782.80 to \$299,115.00. The lowest qualified bidder was Allsite Contracting, Inc. PW recommends adding a 15% contingency to the project for a total not to exceed \$114,750.22. Internal PW estimates for costs based on recent projects is approximately \$88,000.

Allsite Contracting Bid	\$99,782.80
15% Contingency	<u>\$14,967.42</u>
Total	\$114,750.22

FINANCIAL IMPACT

Funding for this emergency repair will come from 420-07-0707-536-46-546011- (W & S Repairs/Erosion Control). There are adequate budget reserves to cover this repair cost.

REQUESTED ACTION

Approve/Disapprove the emergency repair of a sanitary sewer main/manhole at 9th Avenue North and 22nd Street North by Allsite Contracting, Inc., in an amount not to exceed \$114,750.22

ATTACHMENTS

1. Bid Request Email
2. Bid Spreadsheet
3. Camera Inspection Video Snaps

Dennis Dupries

From: Dennis Dupries
Sent: Monday, March 27, 2023 11:10 AM
To: Daniel Bell; 'gordon@gruhnmay.com'; 'Charles Blevins'; 'Jim'; michael maerconstruction.com; 'Charles Freshwater'; 'jfarkas@petticoatschmitt.com'; 'ghunderground@bellsouth.net'
Subject: Emergency 8" Gravity Sewer Point Repair at 22nd St. N. & 9th Ave. N.
Attachments: Point Repair 8inch GS at 22nd St N & 9th Ave N Photo.pdf; J-21.PDF W & S.PDF; J-21.PDF; Blank Form Bid Proposal 9th Ave N @ 22nd St. N-R & R 8-inch GS Ext.xls; 22nd St N @ 9th Ave. N. & 22nd S Record Drawings - 1988.pdf

Gentlemen- If you are interested, the COJB is requesting that you provide us with a cost proposal to perform this emergency point repair on our existing 8-inch PVC sanitary sewer main which is located on the south side of and adjacent to an existing sanitary sewer manhole within the intersection of 22th St. North and 9th Ave. North. This particular damaged 8" gravity sewer main is 17.3 Ft. below the top of the surface of the roadway which I measured with a grade rod. It appears as though the failure has occurred where the 8" sewer main connects to the manhole boot. Your cost proposal should cover all of the items necessary to complete the work Including providing and maintaining the following items: 1) An adequate dewatering system , 2)An adequate sanitary sewer pumping & bypass system with dual pumps & auto dialer communications, 3)A FDOT approved MOT plan, 4)An approved OSHA sheeting & shoring system, 5)An approved FDEP erosion control plan, 6)Roadway paving removal and replacement, 7)Removing and properly disposing of all unsuitable materials, 8)Removal and replacement of the existing damaged 8" gravity sewer main, 9)Trench excavation, 10)Backfilling & compaction,11)Density reports, 12)Labor, 13)Equipment, 14)Supervision, 15) Fuel, and 16)Insurance. I would also prefer that you utilize the attached form to prepare your cost proposal.

For informational purposes, I have attached several photos depicting the existing damage to the 8" GS pipe which is adjacent to the sewer manhole, as well as copies of various as-built drawings & our Water, Sewer & Storm Drain J-Maps that we have on file, which depict the general location of the existing utilities we have on file in the vicinity of the cave-in.

If you have any further questions concerning this request, please feel free to contact me on my cell phone or via my email address listed below. Thanks! *Dennis*

Notes:

- 1. The COJB is requiring that this work be started within the next 30 Days after a purchase order has been issued to your company.**
- 2. I am requesting that you return your cost proposal back to me no later than Tuesday, April 4, 2023 before 11:00 AM.**
3. It appears that the 8" gravity sewer main currently flows no more than half full at any time during the day and assuming that it was designed to flow at a minimum velocity of 2.5 FPS the flow in the pipe should not exceed more than 200 GPM
4. The flow information for Lift Station #18, which serves the area that this 8" gravity sewer main discharges into, is designed at 250 GPM.
5. The COJB requested utility locates at the intersection of 9th Ave N. & 22nd St. N. on March 23, 2023 and they should be located on the ground by March 29, 2023.
6. Pav't cores were recently taken by the COJB personnel and the pavement thickness ranged from 1.25" on 22nd St. N. to 2" on 9th Ave. N. I was also told that 9th Ave. N. east & west of 22nd Ave. N. was built as a dust control road which means that it may require additional base material to be added before pavement is placed on it.
7. The COJB is expecting all of the work to be completed within three (3) weeks from start to finish.

Dennis Dupries
Construction Project Mgr.
Department of Public Works
City of Jacksonville Beach
1460-A Shetter Ave.-2nd Floor
Jacksonville Beach, Fl. 32250
Phone (904) 247-6286
Fax (904) 247-6117
Cell (904) 509-0268
Email ddupries@jaxbchfl.net

**JACKSONVILLE BEACH-8" SANITARY SEWER POINT REPAIR
9TH AVENUE NORTH 22ST ST. NORTH
COST PROPOSAL FORM**

SUMMARY OF EMERGENCY BID RESULTS	
1	2
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99	100

				DPW Engineers EOPC		Allsite Contracting, Inc.		Callaway Contracting, Inc.		United Brothers Dev'l Corp.		Maer Construction, LLC	
Item	Brief Description	Unit	Quantity	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	Remove & Dispose of Exist. 8" Gravity Sewer Pipe	LF	13	\$ 25.00	\$ 325.00	\$ 409.00	\$ 5,317.00	\$ 604.03	\$ 7,852.39	\$ 22.85	\$ 297.05	\$ 400.00	\$ 5,200.00
2	Sawcut, Remove & Dispose of Exist. 1.5"Thick Asphalt Pav't & Base Mat'l	SY	60	\$ 27.50	\$ 1,650.00	\$ 11.67	\$ 700.20	\$ 15.80	\$ 948.00	\$ 66.15	\$ 3,969.00	\$ 55.00	\$ 3,300.00
3	Sawcut, Remove & Dispose of Exist. 1.5" Thick Asphalt Pav't	SY	540	\$ 20.00	\$ 10,800.00	\$ 1.94	\$ 1,047.60	\$ 8.47	\$ 4,573.80	\$ 18.00	\$ 9,720.00	\$ 45.00	\$ 24,300.00
4	Remove & Replace Unsuitable Soil w/Compacted A-3 Sand (Contingency)	CY	50	\$ 60.00	\$ 3,000.00	\$ 40.00	\$ 2,000.00	\$ 101.43	\$ 5,071.50	\$ 40.00	\$ 2,000.00	\$ 250.00	\$ 12,500.00
5	Furnish & Install 8" PVC (SDR 26) GS Pipe (+/- 18 Ft. Depth)	LF	13	\$ 300.00	\$ 3,900.00	\$ 818.00	\$ 10,634.00	\$ 628.04	\$ 8,164.52	\$ 1,850.00	\$ 24,050.00	\$ 1,550.00	\$ 20,150.00
6	Connect New 8" PVC (SDR26) Gravity Sewer Pipe to Exist. Manhole	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,400.00	\$ 2,400.00	\$ 4,518.63	\$ 4,518.63	\$ 6,485.00	\$ 6,485.00	\$ 4,500.00	\$ 4,500.00
7	Connect to New 8" Gravity Sewer Pipe to Exist. 8" Gravity Sewer Pipe	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,400.00	\$ 2,400.00	\$ 3,952.11	\$ 3,952.11	\$ 8,541.00	\$ 8,541.00	\$ 5,500.00	\$ 5,500.00
8	Provide & Maintain Sheeting or Shoring for Open Trench Safety	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 6,500.00	\$ 6,500.00	\$ 57,883.09	\$ 57,883.09	\$ 26,335.00	\$ 26,335.00	\$ 25,000.00	\$ 25,000.00
9	Provide & Maintain Sewage By-passing with Backup Pump & Silent Pack	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 43,163.73	\$ 43,163.73	\$ 22,500.00	\$ 22,500.00	\$ 32,500.00	\$ 32,500.00
10	Provide & Maintain Maintenance of Traffic Control & Signage per FDOT	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 8,500.00	\$ 8,500.00	\$ 9,915.61	\$ 9,915.61	\$ 6,500.00	\$ 6,500.00	\$ 28,000.00	\$ 28,000.00
11	Provide & Maintain a Groundwater Dewatering System	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 5,325.00	\$ 5,325.00	\$ 18,150.61	\$ 18,150.61	\$ 12,500.00	\$ 12,500.00	\$ 22,450.00	\$ 22,450.00
12	Provide Density & Proctor Testing & Reports from Independent Lab	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 6,920.50	\$ 6,920.50	\$ 4,000.00	\$ 4,000.00	\$ 7,500.00	\$ 7,500.00
13	Provide & Maintain Siltation & Erosion Control	LS	1	\$ 750.00	\$ 750.00	\$ 2,500.00	\$ 2,500.00	\$ 3,599.91	\$ 3,599.91	\$ 3,500.00	\$ 3,500.00	\$ 12,500.00	\$ 12,500.00
14	Furnish & Install 1.5" Thick Asphalt Pav't (SP 9.5 w/Max 20% RAP)	SY	600	\$ 30.00	\$ 18,000.00	\$ 30.00	\$ 18,000.00	\$ 56.15	\$ 33,690.00	\$ 45.00	\$ 27,000.00	\$ 47.00	\$ 28,200.00
15	Furnish & Install 6" Thick Compacted Crushcrete Roadway Base Mat'l	SY	80	\$ 40.00	\$ 3,200.00	\$ 53.00	\$ 4,240.00	\$ 57.29	\$ 4,583.20	\$ 50.00	\$ 4,000.00	\$ 80.00	\$ 6,400.00
16	Furnish & Install 12" Thick Stabilized Roadway Sub-Base	SY	80	\$ 25.00	\$ 2,000.00	\$ 78.00	\$ 6,240.00	\$ 48.65	\$ 3,892.00	\$ 22.95	\$ 1,836.00	\$ 75.00	\$ 6,000.00
17	Replace 24" White Thermoplast Stop Bars	LF	48	\$ 30.00	\$ 1,440.00	\$ 18.00	\$ 864.00	\$ 41.18	\$ 1,976.64	\$ 24.00	\$ 1,152.00	\$ 125.00	\$ 6,000.00
18	Mobilization	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 12,115.00	\$ 12,115.00	\$ 19,154.10	\$ 19,154.10	\$ 12,000.00	\$ 12,000.00	\$ 49,115.00	\$ 49,115.00
	SUB-TOTAL (Item No's 1-18)				\$ 88,065.00		\$ 99,782.80		\$ 238,010.34		\$ 176,385.05		\$ 299,115.00
	15% Contingency				\$ 13,209.75		\$ 14,967.42		\$ 35,701.55		\$ 26,457.76		\$ 44,867.25
	TOTAL				\$ 101,274.75		\$ 114,750.22		\$ 273,711.89		\$ 202,842.81		\$ 343,982.25
	NOTE:												
	Gruhn/May, Jax Utilities Mgt, Inc. & Petticoat/Schemitt choose not to submit a bid but were sent requests to bid.												
	Prepared By: DR Dupries												
	Company Name: COJB DPW												
	Date: April 6, 2023												

Project Name: City of Jax Beach

Date: 3/16/2023 3:54:00 PM

Location: 9th st'n @ 22nd st N.

Length Surveyed: 3.8

Run Number:

Pipe Size: 8"

Asset ID:

Upstream MH Number:

Downstream MH Number:

Direction Of Survey: Downstream

Pipe Material: Reinforced Concrete Pipe

Distance	Fault Observation	Time	Picture
0.0	Start Inspection Severity: None	28	
0.0	broken pipe at manhole Severity: None	51	
0.9	Broken Pipe Severity: None	02:53	



CITY COUNCIL AGENDA ITEM	
TO:	Mayor and City Council Members
FROM:	Michael J. Staffopoulos, City Manager
DATE:	04/12/2023
SUBJECT:	Agreement Between the City of Jacksonville Beach and the Volunteer Life Saving Corps for Ocean Rescue Services

BACKGROUND

The City of Jacksonville Beach (City) provides ocean rescue and lifeguard services to the community of Jacksonville Beach. The Volunteer Life Saving Corps (VLSC) has been performing ocean rescue and lifesaving services in the City since 1912. The City and the VLSC have cooperated in providing lifesaving services since approximately 1930, and have both operated out of the Lifesaving Station (formerly known as the American Red Cross Life Saving Corps Station) located at 2 Oceanfront North in the City.

Due to an unfavorable ruling by the U.S. Department of Labor against the City surrounding its relationship with the VLSC and subsequent actions taken by the City, the VLSC filed a lawsuit against the City in April 2022. In attempts to reach a global resolution, the City and the VLSC attended mediation on March 6, 2023, and again on April 11, 2023. At the April 11, 2023 mediation, the parties were able to reach an agreement, which is memorialized in the attached Agreement Between the City of Jacksonville Beach, Florida and the Volunteer Life Saving Corps for Ocean Rescue Services, subject to the Terms of Mediated Settlement Agreement of the Parties. Highlights of the Agreement include:

- The Agreement has a five-year term, with an option for a five-year renewal.
- The relationship between agencies, as defined by the Agreement, complies with federal and state law.
- The VLSC will provide services on Sundays and holidays, supplementing Jacksonville Beach Ocean Rescue efforts.
- The VLSC will have access to, and provide services from, the Lifeguard Station.

If approved, the VLSC will begin service provision on Monday, May 29, 2022 (Memorial Day) with staffing of at least two additional lifeguard towers.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Approve/Disapprove an Agreement between the City of Jacksonville Beach and the Volunteer Life Saving Corps for Ocean Rescue Services

ATTACHMENTS

1. Terms of Mediated Settlement Agreement



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach, FL 32250

2. Agreement Between the COJB and the VLSC for Ocean Rescue Services

TERMS OF MEDIATED SETTLEMENT AGREEMENT OF THE PARTIES

Pursuant to the Mediation Conference held on April 11, 2023, the Parties, Volunteer Life Saving Corp., Inc. (VLSC) and The City of Jacksonville Beach, Florida (The City) agree as follows:

In full and final settlement of the claims VLSC and The City have or could have asserted in this action:

1. The City will present to the City Council the Agreement Between The City of Jacksonville Beach, Florida and the Volunteer Life Saving Corps for Ocean Rescue Services agreed to by the Parties at the mediation conference on April 11, 2023 (The Agreement), a true and correct copy of which is attached hereto.

2. The Agreement is contingent only upon the agreement of the Parties as to the Designated Portions of the Second Floor of the Station and final approval of the Agreement by the Jacksonville Beach City Council.

3. Upon satisfaction of the contingencies in paragraph 2 above, the Parties will file a Joint Stipulation of Dismissal, dismissing with prejudice the lawsuit currently pending in the Circuit Court of Duval County, within 10 days of approval of the Agreement by the City Council.

4. Each Party shall bear their own attorneys' fees and costs.

5. The Parties will pay their share of the mediator's fee directly to the mediator.

Intending to be legally bound, the parties have signed below with full settlement authority.

Voluntary Life Savings Corp. Inc.

By: James W. Emery

Its: PRESIDENT

The City of Jacksonville Beach, Florida

By: Maria J. Hoffmann

Its: City Manager

**AGREEMENT BETWEEN
THE CITY OF JACKSONVILLE BEACH, FLORIDA
AND THE VOLUNTEER LIFE SAVING CORPS
FOR OCEAN RESCUE SERVICES**

This Agreement ("Agreement") is entered into this ____ day of _____, 2023 ("Effective Date"), by and between the City of Jacksonville Beach, Florida, a municipal corporation ("City"), and the Volunteer Lifesaving Corps., Inc., a Florida charitable not-for-profit corporation ("VLSC").

WHEREAS, the City is a municipal corporation with express powers and authorities granted to it by the State of Florida, pursuant to Art. III, Sec. 2 (b), Florida Constitution, §166.021, Florida Statutes, and its municipal charter; and

WHEREAS, the City has the sole and express authority to provide ocean rescue and lifeguarding services along the coastline within the City's municipal boundaries, and has designated ocean rescue and lifeguarding services, collectively, as one of its essential government functions; and

WHEREAS, the City provides ocean rescue and lifeguard services to the community of Jacksonville Beach; and

WHEREAS, the VLSC has been performing ocean rescue and lifesaving services in Jacksonville Beach, FL since 1912; and

WHEREAS, the City and the VLSC have cooperated in providing lifesaving services since about 1930 and have both operated out of the American Red Cross Life Saving Corps Station located at 2 Oceanfront North, Jacksonville Beach, FL 32250 (the "Station"); and

WHEREAS, the prevention of injury and loss of life remain the individual and overlapping goals of the City and the VLSC; and

WHEREAS, the VLSC acknowledges that, as a private charitable organization, it is not entitled by law to perform ocean rescue and lifeguarding services within the City, and that to the extent such activity is allowed to be performed by the VLSC along the coastline within the City's boundaries, said activity can be regulated or prohibited by the City; and

WHEREAS, the City, as a governmental agency, has the authority to establish volunteer programs for any of its services and, as such, this Agreement is non-exclusive; and

WHEREAS, this agreement provides a method for the City and the VLSC to conduct their respective ocean rescue and lifeguarding service activities and supervise their respective separate staffs from the Station.

NOW THEREFORE, in consideration of the conditions herein contained, the parties agree as follows:

1) Term and Definitions

- a) The Term of this Agreement shall be as follows:
 - i) Initial Term: Pursuant to the provisions of this Agreement, the VLSC shall (i) provide ocean rescue services on Jacksonville Beach; and be permitted to (ii) occupy, use and access designated portions of the Second Floor of the Station, for an initial period extending from the Effective Date through December 1, 2028;
 - ii) Term Extensions: This Agreement may be extended without limitation for one additional five-year term. The determination to renew this Agreement for additional terms will be decided by majority vote of the City Council. The City shall provide written notice of its recommendation to not extend the term of this Agreement no less than ninety (90) calendar days prior to the expiration of any term hereunder.
- b) The VLSC will be presumed to have agreed to an extension of the Term of this Agreement if the VLSC has not declined same in writing within 60 calendar days prior to the expiration of any term hereunder.
- c) The VLSC agrees that its performance of services hereunder shall commence no later than May 29, 2023 (hereinafter, "Service Date").
- d) The term "VLSC Member" shall mean individual members of the VLSC who donate their time and skill for free without any expectation for compensation as volunteers who:
 - i) are not employed by the City of Jacksonville Beach as an ocean rescue lifeguard;
 - ii) receive no compensation to perform the services for which the individual member volunteered; and
 - iii) perform the volunteer services for civic, charitable, or humanitarian reasons, without promise, expectation, or receipt of compensation for services rendered or future paid employment with the City.

2) Days of Service

- a) The City shall provide ocean rescue and lifeguard services seven days per week, including holidays.
- b) The VLSC may supplement the City's ocean rescue and lifeguard services on any Sunday or on any of the following holidays on which the City is providing such services: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day (each a "Day of Service").
- c) Additional supplemental ocean rescue and lifeguard services may be provided by VLSC Members on dates and at times agreed to by the City and the VLSC.

3) Station Occupancy, Use and Access; Equipment Sharing

- a) VLSC Members shall be allowed to occupy, use and access designated portions of the Second Floor of the Station for the Term(s) of this Agreement pursuant to the following standards and limitations:
 - i) The VLSC may occupy, use and access designated portions of the Second Floor as set forth in the diagram attached hereto as **Addendum A** ("Designated Portions of the Second Floor").
 - ii) The VLSC may occupy, use and access Designated Portions of the Second Floor to conduct training, and to perform administrative and operational functions, such as recruiting, retention, fundraising activities, meetings, and community outreach. Other uses of the Station by the VLSC shall be agreed to with the City.
 - iii) The VLSC shall access the Second Floor from the external stairway so as not to interfere with any City activity being conducted or performed from the building or the operations of the City ocean rescue employees. Such access may be temporarily altered, limited, or terminated in emergency situations as set forth in subsection (3)(d) below. At all other times, such access may be altered as otherwise agreed-to by the City.
 - iv) While on duty or while training, the VLSC may access and use the locker rooms and showers.
 - v) While on duty, the VLSC may access and use the first floor as necessary for operational functions.
 - vi) No individual, including but not limited to City employees and VLSC Members, shall be permitted to bring alcohol or illegal drugs into the Station or on Station property.
 - vii) No individual, including but not limited to City employees and VLSC Members, shall be allowed to remain, or otherwise stay overnight in the Station.
- b) Both parties shall be responsible for maintaining the cleanliness, order, and general upkeep of the Station. Without limiting the foregoing, each party is particularly responsible for making a good faith effort to ensure the cleanliness, order, and general upkeep of the Station and property impacted by that party's use of the Station. The daily cleanliness, order and upkeep will be tracked and inspected daily utilizing an agreed upon Station Clean Up Check List.
- c) The VLSC may rent equipment owned by the City of Jacksonville Beach to administer lifesaving services and to respond to emergencies. The City and the VLSC will coordinate use of equipment in good faith. The City may terminate such rental arrangement(s) to utilize its equipment upon 30 days written notice. The list of equipment and agreed-to rental rate are provided in **Addendum B** attached hereto.
- d) Notwithstanding any provision to the contrary, the City reserves the right to restrict access to the Station, the property grounds, and City-owned ocean rescue service equipment, without notice during any situation or event in which the City's Emergency Operations Plan (EOP) goes into effect, regardless of the reason for or manner in which

the EOP is activated. The City shall provide as much advance notice as reasonably possible under the circumstances then existing.

4) VLSC Operations, Training and Certifications

- a) The City will coordinate location and coverage on City beaches with the VLSC on VLSC designated days, however the City has the final authority to assign location and coverage on City beaches, without regard to whether such personnel is a City employee or a VLSC Member.
- b) The City will coordinate and communicate with the VLSC through the designated VLSC Officer of the Day.
- c) The VLSC and City agree that the VLSC will provide personnel coverage in accordance with the following schedule of coverage:

Tower Coverage	
Beginning on the Service Date and for the duration of any term under this Agreement	VLSC will man a minimum of two (2) beach towers.
30 Days after Service Date	The Parties agree to a goal of VLSC manning a minimum of three (3) beach towers 30 days after the Service Date
60 Days after Service Date	The Parties agree to a goal of VLSC manning a minimum of four (4) beach towers 60 days after the Service Date.
The Sunday After Labor Day through the Last Sunday in September	VLSC will man a minimum of two (2) beach towers during this period.
Off Season (defined as the First Sunday in October until Opening Day of the Beaches) Coverage	The VLSC will provide a minimum of one officer and two responding guards (each a VLSC Member) to be present and available to assist Jacksonville Beach Ocean Rescue ("JBOR"), including with patrols, but will not operate towers unless otherwise agreed to by the City and the VLSC.
Special Coverage	JBOR will handle all missing child/parent cases, and all open watercraft incidents.

- d) The VLSC and City agree to the following protocol for handling emergency cases (flag drop or flag wave):

Emergency Cases	
	Upon indication of an emergency case, Ocean Rescue Supervisor or their designee will assign an emergency response team in the following preferred manner:
Priority	A JBOR officer will respond to the emergency in a JBOR vehicle, while a designated VLSC Member sits in the cab of the response vehicle. Upon arrival: (i) if the emergency is at the site of a JBOR designated tower, then the JBOR officer will take the lead on the emergency response; (ii) if the emergency is at the site of a VLSC designated tower, then the VLSC officer will take the lead on the emergency response; and (iii) if there is any question as to whether the emergency is at the site of a JBOR designated tower or a VLSC designated tower, then the JBOR officer will take the lead on the emergency response.
Secondary	If a JBOR vehicle is not available, a designated VLSC Member will respond to the emergency in a VLSC vehicle, if available, while a JBOR officer sits in the cab of the response vehicle. Upon arrival: (i) if the emergency is at the site of a JBOR designated tower, then the JBOR officer will take the lead on the emergency response; (ii) if the emergency is at the site of a VLSC designated tower, then the VLSC officer will take the lead on the emergency response; and (iii) if there is any question as to whether the emergency is at the site of a JBOR designated tower or a VLSC designated tower, then the JBOR officer will take the lead on the emergency response.
Controlling Standard	Notwithstanding the foregoing, the Ocean Rescue Supervisor or their designee may assign emergency response teams and direct the appropriate response as deemed necessary to ensure expedient response to emergencies.

- e) At least seven calendar days in advance of providing service, the VLSC will submit to Ocean Rescue Supervisor or their designee a guard sheet identifying the individual lifeguards assigned to provide ocean rescue services on the Day of Service. Any required modifications to the assigned individual lifeguards will be made at the VLSC's earliest convenience, but when possible no later than three days before the Day of Service. When assigning location and coverage, there is a preference that the towers operated by the VLSC will be located next to each other in a block. However, the Ocean Rescue Supervisor or their designee may intersperse VLSC-manned towers between JBOR-manned towers when deemed necessary pursuant to the unique circumstances of the day.
- f) On the Day of Service, the Ocean Rescue Supervisor or their designee may notify the VLSC that VLSC lifeguards need to be reassigned to different sections of the beach. Such notice shall be provided or confirmed in writing, if possible. When reassigning location and coverage there is a preference that the towers operated by the VLSC will be

located next to each other in a block. However, the Ocean Rescue Supervisor or their designee may intersperse VLSC-manned towers between JBOR-manned towers when deemed necessary pursuant to the unique circumstances of the day.

- g) The City may observe the performance of the VLSC, including by monitoring VLSC Members on duty, when performing a rescue, or while administering care to an individual. If the City observes material deficiencies, a City representative may report the issue to the designated VLSC Officer of the Day on Duty to address the report. In cases of immediate public safety or emergency, the Ocean Rescue Supervisor or their designee may direct that a VLSC Member take certain immediate action to assist in addressing the pending emergency.
- h) The City and the VLSC may, but neither are required to, hereafter agree that the VLSC operate greater than the number of towers specified in the above schedules or to otherwise modify the above schedules. Any modification must be in writing signed by the Parties.
- i) In January 2024, or as soon thereafter as possible, and each January thereafter during the Term(s) of this Agreement, the City and the VLSC will meet to debrief the prior year's operations and address the scope and level of VLSC operations for the remainder of the Term(s).
- j) VLSC Members, while volunteering for the VLSC and providing the City with supplemental ocean rescue and lifeguard services, shall be required to expressly agree to abide and be governed by City policies governing the personal conduct of City employees.

5) Training and Certifications

- a) The VLSC shall maintain accreditation as a United States Lifeguard Association (USLA) Advanced Agency.
- b) Each VLSC Member selected or assigned by the VLSC to perform ocean rescue and lifeguarding services pursuant to this Agreement shall be certified to USLA Advanced Agency standards, at a minimum. The VLSC is a certified USLA agency, and accordingly, when a new VLSC Member successfully completes VLSC training classes that member meets USLA standards. Likewise, when a returning VLSC Member completes the yearly refresher training he or she meets USLA standards. The VLSC shall maintain all records related to the certifications regarding the training and experience of its members who perform ocean rescue and lifeguard services pursuant to this Agreement. The VLSC shall provide to the City Ocean Rescue Supervisor or their designee documentation reflecting USLA certification for each VLSC Member who will be providing ocean rescue or lifeguarding services under this Agreement. Documentation of certification shall be provided to the City at least one week before that VLSC Member provides ocean rescue or lifeguarding services. Notwithstanding the foregoing, the City Ocean Rescue Supervisor or their designee may permit the documentation to be provided to the City less than one week before the VLSC Member provides ocean rescue or lifeguarding services.
- c) Each party shall be separately responsible for conducting its own recruitment, testing, and training of its staff or members. The parties shall not share agreements, contracts,

permits, insurance policies, or the like, for the use of any outside facilities for education or training, nor otherwise participate jointly during either party's preparation, undertaking, or performance of any of these activities.

- d) The City and the VLSC shall each secure their own, separate, Medical Director.

6) Standards of Conduct

- a) The City and VLSC each separately acknowledge that they do not tolerate, in any form, harassment or intimidation (ritualistic or otherwise) of any of their respective volunteers, members, employees, or members of the public.
- b) The City and the VLSC each separately acknowledge that they do not engage in, encourage, allow, or tolerate hazing of any kind of or by any of their respective volunteers, members or employees.
- c) The VLSC's formally-adopted written Constitution prohibits hazing by and of VLSC Members. Specifically, Section 08.02.02 specifies that hazing, as defined by the Florida Chad Meredith Act, is prohibited and constitutes a major offense. The penalties for a major offense are punishable as a breach of fellowship, conduct unbecoming of a Corps member or public discredit, each of which may be dealt with by dishonorable discharge of the offending member from the VLSC. It is important to distinguish between "hazing" and training for effectively reacting to stressful situations that occur during ocean rescue operations. Certain training activities are necessary to prepare lifeguards for high-stress situations that will be faced in rescues.
- d) If the City observes conduct by a VLSC Member that constitutes hazing, the Ocean Rescue Supervisor or their designee shall report the incident to the VLSC Officer of the Day. The VLSC will investigate the report and discipline the VLSC Member as appropriate consistent with the VLSC Constitution. Nothing herein shall prohibit or otherwise prevent or operate to delay either party from reporting any suspect conduct or practices of the other party to law enforcement.
- e) If the VLSC observes conduct by a Jacksonville Beach Ocean Rescue employee that constitutes hazing, the VLSC Officer of the Day shall report the incident to the Ocean Rescue Supervisor or their designee. The City will investigate the report and discipline the employee as appropriate consistent with City policies.
- f) The VLSC's formally-adopted written Constitution prohibits City Ocean Rescue employees from serving as VLSC lifeguard volunteers. Specifically, Section 03.01 of VLSC's Constitution excludes JBOR employees from membership in the VLSC.
- g) To the fullest extent required by law, each VLSC Member performing lifeguard and ocean rescue services hereunder shall be required to undergo background screening and drug testing prior to performing lifeguard and ocean rescue services pursuant to the terms of this Agreement. Background screening shall include fingerprinting for criminal history checks. Drug testing shall be performed by a Certified Healthcare Professional. Background screening and drug testing shall be at the sole expense of the VLSC or the subject VLSC Member. The VLSC agrees to establish an account with Criminal Justice Information Services (CJIS), or similar background screening organization. To the extent permissible by law, the VLSC shall ensure that results of background checks may

be transmitted securely to the City upon request. All documentation resulting from the requirements herein specified shall be provided as expressly stated herein prior to the performance of volunteer services pursuant to this Agreement. The VLSC shall not approve or place a member into service to perform ocean rescue or lifeguarding services without first providing documentation to the City that such member satisfactorily passed the required background check and drug screening.

- h) A prospective member of the VLSC seeking to perform ocean rescue or lifeguarding services fails to satisfactorily pass the required background check if the background check reveals a conviction of a felony criminal offense within the five (5) years preceding application.
- i) A prospective member of the VLSC seeking to perform ocean rescue or lifeguarding services fails to satisfactorily pass the required drug screening if the drug screening reveals the presence of illegal narcotics in the applicants' system unless the narcotics are legally prescribed for use by the applicant.

7) Insurance and Indemnification

- a) The VLSC agrees to provide General liability insurance in the amount of \$1,000,000 per incident / \$2,000,000 aggregate for volunteers working under VLSC direction and control and within the scope of their VLSC duties, naming the City as additional insured.
- b) As an independent volunteer organization, VLSC is not required to provide Workers' Compensation coverage for VLSC Members.
- c) VLSC Members may not drive any unauthorized vehicles on the beach. No VLSC Member or volunteer shall drive on the beach unless such member or person has successfully completed a Beach Driver Training Course provided by the City's Ocean Rescue Division at least once per calendar year for any term of this Agreement. A Beach Driving Pass good for one year will be issued by the City's Ocean Rescue Division to each VLSC Member who successfully completes the course. Only those drivers possessing a valid Beach Driving Pass and a valid state-issued driver's license shall be allowed to drive on the beach. Date and time for beach entry and exit by an authorized VLSC vehicle shall coincide with day and times that the VLSC is authorized to provide services on the beach. The City reserves the right to revoke any Beach Driving Pass for cause, which shall be determined by the Ocean Rescue Supervisor.
- d) The VLSC agrees to defend, hold harmless, and indemnify the City, its past and current elected and appointed officials, employees, agents, and volunteers from, without limitations, all losses, claims, demands, and liability, including actual attorneys' fees and costs, without regard to foreseeability or whether such is brought as an action in law or equity or as an administrative investigation, review, or proceeding, and which arises out of, from, or is/are in any way related to any term of this Agreement or the services provided hereunder, and any decision related thereto, including third-party claims against the City, its elected and appointed officials, employees, agents, contractors, and volunteers for losses, claims, demands, and liability for bodily injury, death, and/or property damage arising from the negligence of the VLSC or a VLSC Member performing services hereunder.

8) Documentation

- a) The following documentation shall be submitted by the VLSC to the City's Director of Parks and Recreation prior to the Service Date of this Agreement, and for any extended term thereafter, by no later than March 31st of any calendar year.
 - i) VLSC Annual Report filed with the Florida Department of State, Division of Corporations, which shows that the VLSC is registered to conduct lawful activities in the State of Florida for the relevant reporting year, or the substantive equivalent thereof.
 - ii) Proof of the VLSC's accreditation as a USLA Advanced Agency.
 - iii) Written By-Laws and Policies formally adopted by the VLSC by which individuals employed by the City to provide ocean rescue and lifeguard services are rendered ineligible to serve as a VLSC lifeguard or to provide volunteer ocean rescue services with the VLSC for the City.
 - iv) Proof that the VLSC has an active account with CJIS, or similar background screening organization, and the name(s) of the VLSC Member(s) holding current applicable certification.
 - v) A Certificate of General Liability Insurance naming the City as additional insured.
 - vi) A Certificate of Automobile Insurance for all VLSC vehicles naming the City as additional insured.
- b) The VLSC shall not submit any document hereunder that contains materially false information and, at the time of submission, the VLSC knew or should have known such information was false.

9) Termination For Cause by the City.

- a) This Agreement may be terminated before the expiration of the Term by the City should the VLSC: (i) fail to provide coverage of assigned towers for an entire day on a Day of Service on three separate Days of Service within one calendar year; or (ii) knowingly permit a VLSC Member who does not have a valid Beach Driving Pass to drive a vehicle on the beach without consent of the Ocean Rescue Supervisor or their designee; (iii) knowingly permits a VLSC Member who has not received required training and certifications to provide lifeguarding or ocean rescue services under this Agreement; (iv) knowingly permits a VLSC Member who failed either the background check or drug screening test to provide ocean rescue or lifeguarding services on Jacksonville Beach, or any combination of these events.
- b) The City may also terminate this Agreement before the expiration of the Term for a "Terminable Offense." For purposes of this Agreement Terminable Offense shall be defined as a failure to comply with any term herein, exclusive of the terms for which termination can occur under paragraph 9(a), which has not been cured by the VLSC within 20 calendar days from the date on which City provided VLSC written notice of the Terminable Offense.

- c) The City shall provide the VLSC written notice of the Terminable Offense and provide the VLSC twenty (20) calendar days to cure the breach. The Parties agree that the VLSC may sufficiently cure a Terminable Offense by, among other ways, disciplining or discharging any VLSC Member responsible for committing the Terminable Offense in accordance with VLSC's constitution.
- d) The City and the VLSC shall maintain a record of any alleged Terminable Offenses claimed by the City or identified by the VLSC on its own, including all documents and communications from the claim through the final disposition.

10) Use of Station After Termination

- a) If this Agreement is terminated, the VLSC may continue to occupy, use and access the Station for an additional eighteen (18) months from the date of Termination but must vacate the Station by no later than 11:59 p.m. Eastern on the final day and leave the Station in broom clean condition. Shall VLSC fail to vacate the Station as required by this section, the VLSC shall pay the City "holdover rent" in the amount of \$250.00 per day until such time as VLSC vacates the station.

11) Third Party Provision of Lifeguard Services.

- a) This Agreement shall not be interpreted to prevent the City from turning over responsibility for providing lifeguarding services along Jacksonville Beach seven days per week and holidays to a third party engaged to provide such services, nor from accepting volunteer lifeguarding services from other individuals or organizations. Should the City decide to discontinue providing lifeguarding services or to turn such services over to be performed by a third party, such decision shall constitute the termination of this Agreement and the VLSC's continued occupation and use of the Station shall be in accordance with the provisions contained in Section 10 (Use of Station After Termination). For purposes of this Section 11, this Agreement will terminate upon the start date for the third party provider, unless this Agreement is otherwise terminated as provided herein.

12) General Provisions

- a) Headings. Section headings are for the convenience of the parties and not to be construed as creating or limiting any contractual expectation or obligation set forth herein.
- b) Amendments. This Agreement may only be amended in writing and executed by both parties.
- c) Entire Agreement. This Agreement constitutes the entire agreement between the parties. All prior written and oral agreements between the parties are hereby superseded by this Agreement, and no oral representation or warranty, whether first occurring prior or subsequent to this Agreement, shall be considered binding hereunder unless in writing and signed by both parties.
- d) Assignment. The VLSC shall not assign or transfer any of its rights and obligations under this Agreement.

- e) Public Records. The VLSC is required to comply with the requirements contained in Chapter 119, Florida Statutes, as amended, pertaining to public records.

IF THE VLSC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VLSC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 247-6299, sgosselin@jaxbchfl.net, 11 N. Third Street, City Hall, 1st Floor, Jacksonville, FL 32250.

- f) VLSC must specifically:

- i) Keep and maintain public records required by the City to perform the service.
 - ii) Upon request from City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if VLSC does not transfer the records to the City.
 - iv) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of VLSC or keep and maintain public records required by the public agency to perform the service. If VLSC transfers all public records to the City upon completion of the contract, VLSC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VLSC keeps and maintains public records upon completion of the contract, VLSC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- g) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida and the venue shall be in Duval County, Florida.
- h) Severability. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the law. Accordingly, if any provision of this Agreement is determined to be partially or wholly invalid, illegal or unenforceable, then the provision shall be modified or restricted to the extent necessary to make the provision valid, binding and enforceable. Notwithstanding the foregoing, if the United States Department of Labor ("DOL") determines that VLSC Members are employees and that the City of Jacksonville Beach is their employer or joint employer for purposes of Fair Labor Standards Act or other laws administered by the DOL, then the VLSC and the City shall attempt to renegotiate the terms of this Agreement to comply with those laws. While the VLSC and City attempt negotiate compliant terms, the VLSC shall not be permitted to provide ocean rescue services in Jacksonville Beach under this Agreement. Nothing herein shall prohibit nor require the VLSC from challenging any decision by the DOL to the full extent of the law and through all available appeals.

- i) The VLSC and the City agree that nothing herein constitutes or shall be construed to constitute any suggestion that—for purposes of any local, state, or federal law, including but not limited to wage-and-hour laws—:
- i) VLSC Members are employees of the VLSC, the City, or any other putative employer or joint employer, or that VLSC Members are anything other than bona fide volunteers;
- ii) Any other of their respective volunteers are employees of the VLSC, the City, or any other putative employer or joint employer; or
- iii) The VLSC and the City are joint employers of any of each's respective employees.
- j) The VLSC and the City agree that nothing in this Agreement creates, or shall be construed to create, a partnership of any kind, including a public-private partnership.
- k) Notices. Unless otherwise expressly provided herein, any notice or document required by this Agreement shall be delivered to:

City of Jacksonville Beach

Volunteer Life Saving Corps

c/o City Manager's Office
11 North Third Street
Jacksonville Beach, FL 32250

c/o Registered Agent
427 North 3rd Street
Jacksonville Beach, FL 32250

- l) The City's failure to exercise any of its rights or discretion hereunder shall not constitute or be construed as a waiver of any right of the City or any breach by the VLSC.
- m) Authority to sign. Each party hereby certifies that the person executing this Agreement on its behalf is authorized to do so and agrees to be legally bound by said execution. At all times relevant to the performance of this Agreement, the City hereby authorizes the City Manager to take any necessary action in the furtherance of its terms, including the execution of any document necessary or advisable, as determined by the City Manager in his sole discretion. This authorization shall not extend to the amendment of any substantive terms of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2023.

CITY OF JACKSONVILLE BEACH

By:

By:

Sign:

Sign:

Print: Christine Hoffman

Print: Michael J. Staffopoulos

Title: Mayor

Title: City Manager

Date:

Date:

Attest:

Approved as to form and legal sufficiency:

Sign:

Sign:

Print: Sheri Gosselin

Print: Sandra Robinson

Title: City Clerk

Title: City Attorney

Date:

Date:

4-11-2023

VOLUNTEER LIFE SAVING CORPS

By:

By:

Sign:

Sign:

Print: JAMES W. EMERY

Print: SEAN O'BRIEN

Title: PRESIDENT

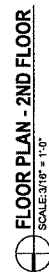
Title: TREASURER

Date: 4/11/2023

Date: APRIL 11, 2023

ADDENDUM A

Designated Portions of the Second Floor



2nd Floor Area for VLS Access and Use

ADDENDUM B
Equipment List

ADDENDUM B

City-owned Equipment Authorized to be Shared by the City of Jacksonville Beach and the Volunteer Life Saving Corps

ASSET CLASS	ASSET DESCRIPTION
Communications	Motorola Radios (from P.D.; x2) West Marine Radio
Equipment	Soft Buoy (x12) Burnside Buoys (x52) Warning Flags
Furnishings	Coke Machine (leased) Ice Machine (leased) Office Furniture Refrigerator (donated) Workout Equipment
Towers	Lifeguard Towers Tower Poles Tower Umbrellas (x32)

Equipment Owned by the City of Jacksonville Beach Authorized for Use Exclusively by Employees of the City of Jacksonville Beach or for Rent by the Volunteer Life Saving Corps

ASSET CLASS	ASSET ID.	ASSET DESCRIPTION
Communications	000000000004203	Motorola Handheld Radio
	000000000011270	Motorola APX1000 Radio
	000000000011271	Motorola APX1000 Radio
	000000000003362	Motorola MTS2000 Radio
	000000000003363	Motorola MTS2000 Radio
	000000000003368	Motorola MTS2000 Radio
	000000000003370	Motorola MTS2000 Radio
	000000000003374	Motorola MTS2000 Radio
	000000000003376	Motorola MTS2000 Radio
	000000000003379	Motorola MTS2000 Radio
	000000000003381	Motorola MTS2000 Radio
	000000000003389	Motorola MTS2000 Radio
	000000000003390	Motorola MTS2000 Radio
	000000000003398	Motorola MTS2000 Radio
	000000000003403	Motorola MTS2000 Radio
	000000000003409	Motorola MTS2000 Radio
	000000000003415	Motorola MTS2000 Radio

Equipment	000000000003418	Motorola MTS2000 Radio
	000000000003425	Motorola MTS2000 Radio
	000000000003434	Motorola MTS2000 Radio
	000000000003437	Motorola MTS2000 Radio
	000000000003443	Motorola MTS2000 Radio
	000000000003446	Motorola MTS2000 Radio
	000000000003452	Motorola MTS2000 Radio
	000000000003455	Motorola MTS2000 Radio
	000000000003456	Motorola MTS2000 Radio
	000000000005691	Motorola MTS2000 Radio
	000000000011816	Motorola APX900 7/800 Radio
	000000000011817	Motorola APX900 7/800 Radio
	000000000011818	Motorola APX900 7/800 Radio
	000000000011819	Motorola APX900 7/800 Radio
	000000000011820	Motorola APX900 7/800 Radio
	000000000011821	Motorola APX900 7/800 Radio
	000000000011822	Motorola APX900 7/800 Radio
	000000000011823	Motorola APX900 7/800 Radio
	000000000011824	Motorola APX900 7/800 Radio
	000000000011825	Motorola APX900 7/800 Radio
	000000000011826	Motorola APX900 7/800 Radio
	000000000011827	Motorola APX900 7/800 Radio
	000000000002202	Radio MTS2000 I Portable 800M
	000000000005398	Radio Portable MTS2000 Series
		Backboards (x8)
	000000000007517	Zoll Defibrillator AED Plus
	000000000007518	Zoll Defibrillator AED Plus
	000000000007519	Zoll Defibrillator AED Plus
	000000000009476	Zoll Defibrillator AED Plus Defibrillator AED Plus (from Fire)
	000000000011669	Phantom 4 Pro + Quadcopter
		Jet Ski Gear (multiple pieces)
	000000000005430	Lifesled and IT with Nose guard Lifesled and IT with Nose guard
	000000000007395	Rescue Board (Yellow 10'x6")
	000000000003854	Rescue Board (10'x6")
	000000000011475	Rescue Board (Big Red 11'x9")
		Rescue Boards (x11)
	000000000010324	Ski Fenn Lifesaving Surf Ski
	000000000010292	Trailer (Kayak Carrier)
	000000000007628	Utility Trailer with Ramp (82"x21')

Office Equipment		Medical Equipment Boxes (x26, vital, transport, 02, trauma)
		Miscellaneous Ladders
		Miscellaneous Tools (drivers, drills, etc.)
	000000000012528	Dell Latitude 5420 XCTO Base
	000000000012529	Dell Latitude 5420 XCTO Base
		ExecuTime Time Clock
		IT Equipment (Desktop and Printer)
		Miscellaneous Cabinets (x4)

**Vehicles Owned by the City of Jacksonville Beach and Authorized
for Exclusive Use by City of Jacksonville Beach Employees**

ASSET CLASS	ASSET ID.	ASSET DESCRIPTION
Vehicles	000000000012612	2022 Club Car Carryall (#614)
	000000000012418	2021 Chevrolet Silverado 2500 (#604)
	000000000010613	2021 Chevrolet Silverado 2500 (#606)
	000000000011694	2020 Carryall 1700D (#612)
	000000000011695	2020 Carryall 1700D (#613)
	000000000011316	2018 Chevrolet Colorado (#609)
	000000000010680	2014 Yamaha Waverunner Jet Ski
	000000000007602	Astro Spectra Mobile W4
		Yamaha Outboard Motor (25MSHD)